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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JAIME VERA *et. al*, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GENERAL COATINGS CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVSB2119357

[Assigned for all purposes to Hon. Christian
Towns, Dept. S-26]

CLASS ACTION

**PLAINTIFF JIMENEZ'S NOTICE OF
MOTION AND MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: April 1, 2025
Time: 8:30 a.m.
Courtroom: Dept. S-26
Judge: Hon. Christian Towns

Action Filed: July 6, 2021
Trial Date: September 8, 2025

1 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on April 1, 2025, at 8:30 a.m., or as soon thereafter as the matter
3 may be heard, in Department S26 of the above-captioned Court, located at 247 West 3rd Street, San
4 Bernardino, California 92415-0210, Plaintiff DANIEL JIMENEZ (“Plaintiff”) will and hereby does
5 move this Court for an order:

6 1. Granting class certification of the Class, solely for settlement purposes pursuant to
7 Code of Civil Procedure § 382;

8 2. Finally approving the CLASS ACTION AND PAGA SETTLEMENT
9 AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”);

10 3. Appointing counsel for Plaintiff, Moon Law Group, PC, as Class Counsel;

11 4. Appointing Plaintiff as the Class Representative;

12 5. Ruling that Settlement Class Members who did not timely submit requests for
13 exclusion from the settlement as set forth in the Agreement have released their claims against
14 Defendants and the other releasees as set forth in the Agreement;

15 6. Ruling that Settlement Class Members who did not timely object to the settlement
16 pursuant to the terms set forth in the Agreement are barred from prosecuting or pursuing any
17 appeal of the Court’s Order;

18 7. Awarding the sums requested in the Motion;

19 8. Entering a Final Judgment; and,

20 9. Without affecting the finality of the final judgment, reserving continuing
21 jurisdiction over the parties for the purposes of implementing, enforcing and/or administering
22 the settlement as set forth in the Agreement or enforcing the terms of the Final Judgment.

23 Good cause exists to grant this Motion because: (1) the Class meets all of the requirements for
24 class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement
25 Agreement is a fair, adequate, and reasonable compromise of the disputed wage and hour claims asserted
26 by Plaintiff; (3) Plaintiff and Class Counsel are adequate to represent the Class; (4) the notice procedures
27 and related forms comply with California Rules of Court 3.766(d) and (e) and this Court’s Order
28 granting preliminary approval of the Settlement, and adequately apprised Class Members of their rights

1 and fully comport with due process.

2 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court,
3 which require approval by the Court of a class action settlement and permit the Court to extend the page
4 limit for memoranda.

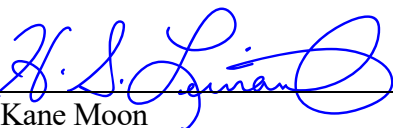
5 **TENTATIVE RULINGS:** A judicial officer may provide tentative rulings on law and motion
6 matters after 3:00 p.m. and 7:00 p.m. on the court day before the scheduled hearing. The Court follows
7 the procedure set forth in CRC 3.1308(a)(2). If you experience difficulty accessing the rulings you may
8 obtain the tentative ruling by calling the assigned Administrative Assistant between 3:00 p.m. and 5:00
9 p.m.: (909) 708-8853. If you wish to submit on the tentative, please notify opposing counsel/party and
10 the department judicial assistant. If all sides submit, the tentative ruling shall become the court's final
11 ruling. The prevailing party shall give notice of the ruling or prepare an Order if appropriate per CRC
12 3.1312.

13 This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points
14 and Authorities, the Declarations of H. Scott Leviant, Plaintiff, and the Administrator in support thereof,
15 all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such
16 oral and documentary evidence as may be presented in connection with the hearing on the Motion.

17 Respectfully submitted,

18 Dated: March 7, 2025

MOON LAW GROUP, PC

19 By: 
20 Kane Moon

21 H. Scott Leviant
22 Mariam Ghazaryan

23 Attorneys for Plaintiff
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25
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1 **I. INTRODUCTION**

2 Pursuant to California Rules of Court, Rules 3.769, Plaintiff requests that this Court finally
3 approve the class action settlement set forth in the CLASS ACTION AND PAGA SETTLEMENT
4 AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”) with GENERAL COATINGS
5 CORPORATION. (“Defendant”).

6 After the exchange of documents and data, and an arm’s-length mediation session with mediator
7 Steven Rottman, Esq., Plaintiff and Defendant (collectively referred to herein as the “Parties”) reached a
8 proposed class action settlement with a gross settlement amount (“GSA”) of **\$2,000,000.00** in
9 compromise of disputed claims asserted on behalf of the below-defined Class consisting of **1,633**
10 members. Plaintiff believes this settlement is a fair, adequate, and reasonable compromise of disputed
11 claims for alleged wage and hour violations and penalties asserted in this case.

12 Plaintiff now submits this Motion for Final Approval of Class Action Settlement, along with the
13 Settlement (attached to the Declaration of H. Scott Leviant [“Leviant Decl.”], Exhibit 1 thereto). For the
14 Court’s convenience, below is a summary of the key provisions of the Settlement.

15 **II. THE NOTICE PROCESS WAS COMPLETED WITHOUT ISSUE**

16 Plaintiff and Defendants have fulfilled the class notice procedures set forth in the Settlement.
17 The Settlement Administrator, Phoenix Settlement Administrators (“Phoenix”), sent individual Notices
18 to 1,633 Class Members on November 20, 2024. (Declaration of Mayra Gonzalez, ¶ 5.) There have been
19 **zero** opt outs, **zero** objections, and **zero** workweek disputes received. (*Id.*, at ¶¶ 6-9.)

20 **III. THE MAJOR TERMS OF SETTLEMENT**

21 The provisions of the proposed Settlement include the following:

- 22 • Defendant agrees not to oppose certification for purposes of Settlement (Settlement, ¶ 12.1);
- 23 • Class: All persons employed by Defendant in California and classified as hourly, non-
24 exempt employees who worked for Defendant during the Class Period. (the “Class Period” is
25 the period from July 6, 2017 through March 31, 2024. “Participating Class Member” means a
26 Class Member who does not submit a valid and timely Request for Exclusion from the Class
27 portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

- Settlement Amount: Defendant will pay a maximum of **\$2,000,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** benefit per Class Member of about **\$1,224.73**. (Settlement, ¶ 1.21; 3.1; Leviant Decl., ¶ 17.)
- Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 180 days after the Effective Date. (Settlement, ¶ 4.3.)
- Class Size: **1,633** individuals who worked 95,996 workweeks. (Gonzalez Decl., ¶ 10.)
- PAGA Group Size: **1,633** aggrieved employees who worked 95,990 pay periods (pay periods are one week long for this employer) during the PAGA Period (Gonzalez Decl., ¶ 13);
- PAGA Period: July 6, 2020 through March 31, 2024. (Settlement, ¶ 1.30);
- Kullar/Munoz Analysis: Plaintiff addresses the claims analysis herein, at Part V.B.3, and in the Declaration of Leviant, at Paragraph 18;
- No Reversion: The Settlement is a **non-reversionary** settlement (Settlement, ¶ 3.1);
- Certification: Plaintiff addresses certification requisites herein, at Part V.A. Certification was addressed in greater detail in the Motion for Preliminary Approval;
- No Claim Form: No claim form is required (Settlement., ¶ 3.1);
- Class Release: The Settlement will release wage-and-hour claims for Participating Class Members (those Class Members who do not opt out of the Settlement) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (Settlement, ¶ 5.2);
- PAGA Release: Aggrieved Employees and the LWDA will release all PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the PAGA Notice, regardless of whether they opt out of the class portion of the Settlement (Settlement, ¶ 5.3);
- Net Settlement Amount Available to the Class: After deducting Class Counsel's attorneys' fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty, the remainder will be available for distribution to Class Members who do not opt out, with

each Class Member receiving a share based on the number of Workweeks each Class Member worked for Defendant within the Class Period. Assuming the Court awards amounts that were preliminarily approved, the Net Settlement Amount is **\$1,090,320.36**, resulting in an average **net** payment per Class Member of **\$667.68**, before any tax withholdings. (Settlement, ¶ 1.27.)

- Tax Allocation: The amounts distributed to Class Members will be characterized as 10% alleged unpaid wages, 90% to interest and penalties, and PAGA Settlement payments to Aggrieved Employees will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.)
- Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that constitute wages will be paid separate and apart from the GSA (Settlement, ¶ 3.1);
- Settlement Administrator: The notice portion of the Settlement will be administered by a third-party Administrator, Phoenix Class Action Administration Solutions, with the costs of administration at a flat rate of up to \$16,000.00. Phoenix's estimate for settlement administration services in the amount of **\$16,000.00** was selected as the lowest bid from a competitive bidding process, and is below the Parties' estimated cost of \$25,000.00. (Settlement, ¶ 3.2.3; Gonzalez Decl., ¶ 15.)
- Class Data for Administration: The Settlement Administrator received the Class Data within 15 calendar days of Preliminary Approval, used the National Change of Address ("NCOA") database to update the Class Data, and then used skip tracing on returned Notices (Settlement, ¶¶ 4.2; 1.10);
- Notice: The Notice issued within 14 days of receipt of the Class List (Settlement, ¶ 7.4.2). The Notice described how to dispute workweeks, submit an objection in writing, in person, or through an attorney, or request exclusion (Settlement, ¶¶ 7.5 – 7.7);
- Notice Language: Notice was issued in English and Spanish (Settlement, ¶ 1.11; 7.4.2);
- Objections: Objections can be submitted in person, by attorney, or in writing to the Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 – 7.7.3);

- 1 • Exclusion Requests: The procedure for exclusion requests, mailing a request to the
2 Settlement Administrator, is the same as the procedure for submitting a written objection
3 (Settlement, ¶¶ 7.5.1 and 7.7.2);
- 4 • PAGA Allocation: From the GSA, **\$200,000.00** will be allocated to settle claims brought
5 pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.*
6 (“PAGA”), and seventy-five percent (75%), or **\$150,000.00**, will be paid to the California
7 Labor & Workforce Development Agency. (Settlement, ¶ 1.33; 3.2.5);
- 8 • Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is
9 attached to the Leviant Declaration;
- 10 • Enhancement/Service Award to Plaintiff: Defendant will not oppose the application for
11 Class Representative Service Payment of up to **\$5,000.00** for Plaintiff, to be paid from the
12 GSA (Settlement, ¶ 3.2.1);
- 13 • Fees and Costs: Defendant will not oppose Class Counsel’s application for fees not to
14 exceed 33 1/3% of the GSA (**\$666,666.67**), and actual costs, in the amount of **\$22,012.97**,
15 to be paid out of the GSA (Settlement, ¶ 3.2.2);
- 16 • Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.1);
- 17 • Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain
18 uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be
19 directed to the State Controller’s Office, Unclaimed Property Division in the name of the
20 Class Member (Settlement, ¶ 4.4.3);
- 21 • Judgment Notice: Judgment will be posted on the Settlement Administrator’s website after
22 entry (Settlement, ¶ 7.8.1);
- 23 • Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement
24 with Class Members (Settlement ¶ 12.2).

25 (Leviant Decl., ¶¶ 11-12 and Exhibit 1 thereto.)
26
27
28

1 IV. FACTUAL AND PROCEDURAL BACKGROUND

2 A. Plaintiff's Claims

3 On July 6, 2021, Jaime Vera commenced this Action by filing a Complaint alleging causes of
4 action against Defendant for: failure to pay minimum wages, failure to pay overtime compensation,
5 failure to provide meal periods, failure to authorize and provide rest breaks, failure to timely pay final
6 wages at termination, failure to provide accurate itemized wage statements, failure to indemnify for
7 necessary business expenses, and Unfair Business Practices. (Leviant Decl., ¶ 4.)

8 Jaime Vera sent a letter to the Labor and Workforce Development Agency ("LWDA"), pursuant
9 to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private
10 Attorneys General Act, California Labor Code § 2698, *et seq.* On December 6, 2023, an amended letter
11 was sent to the LWDA by Jaime Vera and Plaintiff ("PAGA Letter"). (*Id.* at ¶ 5.) The LWDA did not
12 indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-day time
13 period permitted for the LWDA to provide such a notification expired. On September 8, 2021, Jaime
14 Vera filed a First Amended Complaint alleging an additional cause of action for violation of the Private
15 Attorneys General Act ("PAGA"). On March 18, 2024, Jaime Vera filed a Second Amended Class and
16 Representative Action Complaint, adding Daniel Jimenez as the lone, proposed class representative in
17 this matter. The Second Amended Class and Representative Action Complaint is the operative complaint
18 in the Action (the "Operative Complaint.") (*Id.* at ¶ 5.)

19 B. Pre-Mediation Data Production and Analysis

20 The Parties conducted informal and formal discovery and investigation of the facts and law.
21 Such investigation included, *inter alia*, the exchange of extensive data and discoverable information in
22 preparation for the mediation session. (Leviant Decl., ¶ 6.) The Parties have analyzed time clock, pay
23 and other data pertaining to Plaintiff and the Class during the relevant Settlement Period, including but
24 not limited to the numbers of former and current members of the Class, average workweeks and pay
25 periods, and average rate of hourly pay. Due to a sudden emergency within Defendant's business, and
26 subsequent transition of persons in control, sampling was used for all employees from 2022 and 2023.
27 This sampling was also provided to control costs. We were confident that the data provided was an
28 adequate sampling and would have little to no impact on our ability to negotiate effectively, and provide

1 confident assessments at mediation. (*Id.*) In addition, Defendant also provided other data pertaining to
2 Plaintiff and the Class during the relevant Class Period, including but not limited documents reflecting
3 wage and hour policies and practices during the Class Period and information regarding the total number
4 of current and former employees in the Class. (*Id.*)

5 After reviewing documents regarding Defendant’s wage and hour policies and practices and
6 other information obtained during the exchange of discovery, Class Counsel were able to evaluate the
7 probability of class certification, success on the merits, and the reasonably obtainable maximum
8 monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis
9 prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses
10 asserted in the litigation. (Leviant Decl., ¶ 7.)

11 C. Settlement

12 On December 6, 2023, the Parties participated in mediation with Steven Rottman, Esq., which
13 ultimately led to a proposed settlement. (Leviant Decl., ¶ 8.) The Parties discussed at length the burdens
14 and risks of continuing with the litigation as well as the merits of claims and defenses. (*Id.*) After the
15 mediation, and the eventual settlement, the Parties then signed a long form settlement agreement (the
16 “Agreement”). (*Id.*)

17 Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for
18 the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto.
19 (Leviant Decl., ¶ 9.) Plaintiff and Class Counsel have also taken into account Defendant’s agreement to
20 enter into a Settlement that confers substantial relief upon the Class. (*Id.*)

21 Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth
22 in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class.
23 (Leviant Decl., ¶ 10.) Solely for the purpose of settling this case, the parties agree that the requirements
24 for establishing class action certification with respect to this class have been met and are met. (*Id.*) If
25 this Settlement is not approved by the Court for any reason, Defendant reserves the right to contest class
26 certification. (*Id.*) This Settlement, if approved, will result in the termination of the litigation through the
27 entry of the Judgment and the release of all Released Claims for all Class Members, including all within
28 the class definition who have not elected to exclude themselves from the Class. (*Id.*)

1 **V. CLASS DEFINITION**

2 The Class is defined as follows:

3 All persons employed by Defendant as non-exempt employees in the State of California
4 during the Class Period (the “Class Period” is July 6, 2017 through March 31, 2024).
5 “Participating Class Member” means a Class Member who does not submit a valid and
6 timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶¶
7 1.5, 1.9, 1.12, 1.34.)

8 (Leviant Decl., ¶ 34 and Exhibit 1.)

9 **VI. DISCUSSION**

10 **A. Consistent with the Court’s Findings at the Time of Preliminary Approval, the**
11 **Court Should Certify the Class for Settlement Purposes**

12 Under Code of Civil Procedure § 382, class certification is warranted so long as there is a
13 numerous and ascertainable class with a well-defined community of interest and that a “class action
14 proceeding is superior to other means for a fair and efficient adjudication of the litigation.” *See, e.g., Sav-*
15 *on Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 326, 332 (2004). For purposes of this Settlement
16 *only*, Defendants stipulate to conditional certification. (Settlement ¶ 12.1.)

17 “The certification question is ‘essentially a procedural one that does not ask whether an action is
18 legally or factually meritorious.’” *Id.*, at 326, quoting *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440
19 (2000). The certification question asks whether the theory of recovery advanced by the plaintiff is likely
20 to prove amenable to class treatment. *See, e.g., Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286,
21 1298 (2010). As the court noted in *Dunk*, although certification requirements are intended “to protect the
22 interests of the non-representative class members,” that concern is “protected by the trial court’s fairness
23 review of the settlement.” *Dunk v. Ford Motor Co.* 48 Cal. App. 4th 1794, 1807 n. 19 (1996). In view
24 of these standards, *as discussed more thoroughly as part of the preliminary approval motion*, the
25 Settlement Class should be certified for settlement. Code Civ. Proc. § 382; Rules of Court, Rule 3.769(c).

26 **B. The Court Should Approve the Settlement Because It Is a Fair, Adequate, and**
27 **Reasonable Compromise of Disputed Wage Claims**

28 California courts favor settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal. App. 3d 231,
29 236 (1976). Unlike most settlements, class action settlements involve a court approval process that exists
30 to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v.*

1 *Superior Court*, 103 Cal. App. 3d 573, 578-579 (1980). This approval process consists of preliminary
2 settlement approval, notice being given to class members, and a final fairness and approval hearing being
3 held at which class members may be heard with respect to the settlement. *Id.* For the reasons discussed
4 below, this Court should finally approve the Settlement and enter Judgment.

5 **1. Class Action Settlements Are Subject to Review and Approval.**

6 Any settlement of class litigation must be reviewed and approved by the presiding court. Rules
7 of Court, Rule 3.769(a). Approval occurs in two steps: (1) an early (preliminary) review and (2) a
8 subsequent (final) review after notice has been distributed to the class members. The Preliminary
9 Approval Hearing and Final Approval Hearing coincide with these two steps. The present motion seeks
10 *final approval* and the entry of a Judgment.

11 To evaluate a settlement, a court must receive “basic information about the nature and magnitude
12 of the claims in question and the basis for concluding that the consideration being paid for the release of
13 those claims represents a reasonable compromise.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th
14 116, 133 (2008). But the record need *not* contain an explicit statement of the maximum theoretical
15 recovery. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 409 (2010).

16 **2. The Parties Reached the Settlement Through Arms’ Length Negotiations**
17 **Between Experienced Counsel with the Assistance of a Highly Qualified**
18 **Mediator After Sufficient Data Was Exchanged to Evaluate Settlement.**

19 A settlement is presumptively fair where it is reached through arms’ length bargaining, based on
20 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
21 experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802;
22 *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *7-Eleven Owners for Fair Franchising v.*
23 *Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000). In exercising these powers, the overriding concern
24 is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*, at 1801, quoting
25 *Officers for Justice v. Civil Serv. Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

26 Relevant factors in making this determination, include, but are not limited to:

27 [T]he complexity and likely duration of further litigation, the risk of maintaining class
28 action status through trial, the amount offered in settlement, the extent of discovery
completed and the state of the proceedings, the experience and views of counsel, the

1 presence of a governmental participant, and the reaction of the class members to the
2 proposed settlement.

3 *Id.* These factors require balancing, are non-exhaustive, and, trial courts should tailor the factors to each
4 case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Id.*

5 Here, the Settlement resulted from thorough, arms’ length negotiations between experienced
6 counsel with the assistance of a skilled mediator, Steven Rottman, Esq. (Levant Decl., ¶¶ 8-10.)
7 Plaintiff obtained data from Defendant and then carefully reviewed that information. Counsel for
8 Plaintiff also examined relevant policies and interviewed witnesses in detail about their work experiences
9 and Defendant’s practices.

10 Based on the review of data, Plaintiff estimated potential exposure and then estimated risk factors
11 to adjust the reasonable expected outcome. The investigation that Plaintiff’s counsel conducted was
12 sufficient to provide them with enough information to intelligently evaluate the estimated exposure for
13 purposes of negotiating the Settlement in view of the risks discussed below and was sufficient to allow
14 this Court to do the same. *See, e.g., Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001).

15 **3. The Settlement Represents a Fair, Adequate, and Reasonable Compromise**
16 **of Class Members’ Claims Based on Defendant’s Estimated Liability**
17 **Exposure Given the Risks Continued Litigation Would Entail.**

18 *a) The Class Settlement is Fair, Adequate and Reasonable*

19 The proposed Settlement of \$2,000,000.00 offers substantial, timely, and guaranteed payments to
20 Class Members. A settlement is not judged against what might have been recovered had a plaintiff
21 prevailed at trial and does not have to provide 100% of damages sought to be fair and reasonable. “In the
22 context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at
23 trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances.”
24 *Wershba*, 91 Cal. App. 4th at 250. Accordingly, because settlements involve compromise, even one that
25 provides for substantially narrower relief than would likely be obtained if the suit were successfully
26 litigated can be reasonable given that “the public interest may indeed be served by a voluntary settlement
27 in which each side gives ground in the interest of avoiding litigation.” *Id.*

28 With respect to the claims asserted on behalf of the Class, there are serious risks that support this

1 compromise amount. These risks include, but are not limited to: (i) the risk that Plaintiff would be unable
2 to establish liability for unpaid wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1, 39 & n. 33
3 (2014) ("*Duran*"); (ii) the risk that Defendant's meal and rest period policies might not support class
4 certification or a class-wide liability finding; (iii) the risk that uncertainties about the legality of
5 Defendant's policies and practices could preclude class-wide awards of statutory penalties; (iv) the risk
6 that individual differences between Class Members could be construed as pertaining to liability and not
7 just damages; (v) the risk that any penalty award under PAGA could be reduced by the Court in its
8 discretion; (vi) the risk that lengthy trial or appellate litigation could ensue; and, (vi) the risk that
9 violation rates could prove lower than expected. (Leviant Decl., ¶ 16.) These risks are non-exhaustive.

10 In light of the uncertainties of protracted litigation, the settlement amount reflects a fair and
11 reasonable recovery for the Class Members. (Leviant Decl. ¶¶ 13-20.) The settlement amount is, of
12 course, a compromise figure. (Leviant Decl. ¶ 17.) By necessity it took into account risks related to
13 liability, damages, and the defenses asserted by Defendant. (*Id.*) Moreover, each Class Member will be
14 given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are
15 greater than the benefits they can receive under this Settlement to pursue their own claims. (*Id.*) For the
16 **1,633** members of the Class, the average **gross** benefit is **\$1,224.73** per class member, and the estimated
17 average **net** recovery for each Class Member would be approximately **\$667.68**. (*Id.*) Given that
18 Defendant could challenge certification and liability, this is the best result that could have been achieved
19 in settlement. Moreover, a Class Member who worked a greater number of workweeks will receive a
20 larger Settlement share than a Class Member who worked for a shorter time during the class period. (*Id.*)

21 After analyzing the claims in this matter, Plaintiff has concluded that the Gross Settlement
22 Amount of **\$2,000,000** is about 88.35% of the **\$2,263,717.21** estimate of *risk-adjusted* recovery
23 (excluding interest) at this stage in the litigation. (Leviant Decl., ¶ 18.) This assessment is based on a
24 carefully constructed model of the current fair value of the case, using estimated risks, average wage
25 rates, numbers of employees, and the amount of time covered by the class period. (*Id.*)

- 26 • A reasonably estimated exposure for unpaid off-the-clock wages was calculated, with the
27 assistance of an expert, to be approximately **\$671,421.00**. However, with the risk factor
28 discounts for certification and liability proof, the value of that claim is estimated by
Plaintiff's counsel to be approximately **\$80,570.52**, assuming certification probability of 40%
and merits success at 30%. The off-the-clock time resulted from uncompensated drive times

by employees to different designated job locations each day. Here, a **\$80,570.52** exposure has a value of just over 12% of its maximum, given a likelihood of success on both events, which is an approximation of the chain probability of certification multiplied by merits chances: $0.4 \times 0.3 = 0.12$. This exposure assumption (1) ignores the fact that this is unlikely to have affected every employee, and (2) also assumes the off-the-clock contacts happened every day *and* took an average of at least 10 minutes, an assumption that is likely far too optimistic. This theory of recovery also has a high degree of risk because it depends on Class Member estimates of the frequency and duration and is testimony dependent.

- A reasonably estimated exposure for unpaid wages due to regular rate issues was calculated, with the assistance of an expert, to be approximately **\$39,430.50**. However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$19,320.95**, assuming certification probability of 70% and merits success at 70%.
- A reasonably estimated exposure for rest break violations over the class period was calculated at **\$2,650,259.80**, but with chances of certification and proof of liability (20% and 20% respectively) for a risk-adjusted exposure of **\$106,010.39**. This claim is factually disputed, and some inconsistent information from class members indicates that this theory carries the potential for high risk. Because this claim is based entirely on class member testimonials, and the rest break policy of Defendant appeared to be a lawful policy, Plaintiff asserted value for settlement purposes, while understanding that the risk presented by this claim was very low.
- A reasonably calculated exposure for meal break violations over the class period was calculated at **\$903,892.00**, with chances of certification and liability risks (40% and 30% respectively) resulting in a risk-adjusted exposure of **\$108,467.04**. This exposure is based upon facial violations. The exposure valuation was still susceptible to attack. Employee choice is a serious issue in the context of a meal period claim. So long as an employee has the opportunity to take a lawful meal period, an employee can choose to take it late, cut it short, or skip it.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately **\$93,960.00** and **\$146,960.01**, respectively, on maximum exposures of **\$2,088,000.00** and **\$3,265,778.00**, respectively (with certification and merits success chances of 30% and 15% respectively, based on the off-the-clock theory of unpaid wages, adjusted for the additional risk of needing to prove other elements in addition to the underlying wage claim and assuming that Defendant had a good faith belief that it was providing accurate wage statements).
- A reasonably calculated exposure for unreimbursed expenses was estimated to be **\$616,110.75**, but with chances of certification and proof of liability (30% and 25% respectively) for a risk-adjusted exposure of **\$46,208.31**. The allegation is that Defendant required Class Members to use specific tools in their positions. However, Defendant has a lawful reimbursable expenses policy, rendering this claim highly susceptible to challenge.
- Performing risk-adjusted valuations for all claims yields a total value in the range of **\$601,497.21**, excluding PAGA.¹

¹ It is difficult to assign specific percentages to future events, but it does provide a specific method for attempting to reduce the concept of "very high risk" or "high risk" to a quantifiable amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is

1 (See, Leviant Decl., ¶ 18.)

2 The \$2,000,000.00 settlement is fully supportable as reasonable. First, it is important to
3 recognize the wilfulness finding required for Labor Code §§ 203 and 226 is challenging to establish.
4 (Leviant Decl., ¶ 19.) Second, rest break and meal period claims have been challenging to certify for
5 many years, even after *Brinker*. (Leviant Decl., ¶ 19.) The Judicial Council’s Class Certification in
6 California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION
7 LITIGATION - FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter
8 of disposed cases in the study sample were certified, either through a litigated motion for certification or
9 as part of a classwide settlement agreement.” See, Second Interim Report, at 5 (emphasis added).² That
10 “*or*” is significant. The certification rates identified in the study of less than 25% includes *both* contested
11 certifications and settlement certifications, which are the majority of certifications. In other words, one
12 must assume in any wage and hour class action prior to certification that a contested certification motion
13 will have a success rate of well under 25%, and probably closer to 10% as a starting point for risk
14 evaluation. The facts of each case have significant bearing on these percentages. But it cannot be
15 disputed that certification is an exceptionally difficult procedural hurdle to successfully overcome. Thus,
16 it is not unreasonable to start from the proposition that a pre-certification settlement that is 10% to 15%
17 of the maximum plausible exposure is a valid starting point for valuation. If roughly 10% of class
18 actions are certified on a contested basis, then, on average, 90% of the time a class will not be certified
19 and the result for the class is *zero* dollars.

20 While well *under* 20% of all cases filed as proposed class actions are ultimately certified by way
21 of a *contested* motion, here, the estimated certification probabilities are *above* the average rate at which
22 cases were certified in California over the study years, based upon data available through the California
23 Courts websites. (Leviant Decl., ¶ 19.) Thus, the recovery falls within the expected outcome under the
24 likelihood of success metric. (*Id.*) It would also be appropriate to evaluate the result by examining only

25 _____
26 either certified or it is not. But the current expected value is best quantified by applying a risk reduction,
27 based on the total experience of counsel. The numbers explain with math what can also be described
28 conceptually in words.

² The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last viewed March 12, 2024).

1 the premium wages at issue (approximately \$4,265,003.30, with no risk reduction), excluding penalties
2 and interest; the settlement is about 47% of the premium wages (unpaid wages, meal period premiums,
3 and rest break premiums) at maximum realistic exposure value.³ This Settlement achieves the goals of
4 the litigation.

5 *b) The PAGA Allocation is Reasonable*

6 The ultimate decision as to the amount of penalties is always up to the discretion of the Court.
7 Labor Code § 2699(e)(2) states: “In any action by an aggrieved employee seeking recovery of a civil
8 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil
9 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
10 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

11 Prior to the issuance of *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the only sources
12 of persuasive guidance as to how to assess the reasonableness of a PAGA allocation were found in
13 federal court decisions. In their view, a PAGA allocation, even if a small portion of the total settlement,
14 could be reasonable if the settlement of the wage and hour claims is robust and serves the deterrent
15 purpose of PAGA. *O’Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1135 (N.D. Cal. 2016)
16 (“By providing fair compensation to the class members as employees and substantial monetary relief, a
17 settlement not only vindicates the rights of class members as employees, but may have a deterrent effect
18 upon the defendant employer and other employers, an objective of PAGA.”). *Moniz* provided explicit
19 confirmation that this was an appropriate yardstick by which to measure reasonableness of a PAGA
20 settlement. *Moniz*, 72 Cal. App. 5th at 77. *Moniz*, in agreeing with federal courts that have considered
21 how to evaluate a PAGA settlement, concluded that the class action factors are appropriately considered,
22 along with a consideration of whether the settlement furthers “PAGA’s purposes to remediate present
23

24 ³ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA
25 penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser
26 amount than the maximum civil penalty amount specified by this part...”), and, second, courts evaluate
27 the strength of a proposed settlement without taking potential penalties or interest into consideration. *See*
28 *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA*
Logistics U.S.A., Inc., 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015) (court utilized calculation of a
defendant’s exposure exclusive of interest and penalties to determine whether the settlement fell within
the range of possible approval).

labor law violations, deter future ones, and to maximize enforcement of state labor laws.”

As to the first set of elements (the class-type analysis), it is embodied in Plaintiff’s discussion of the adequacy of the settlement generally. Here, the expense, complexity and likely duration of future litigation was to some extent an unknown. However, what is certain is that to adequately establish the violations that would support a substantial penalty, tremendous time and expense would be invested.

The second element (the PAGA purposes element) is also satisfied here. As held by *Moniz*, PAGA’s purposes include (1) remediation of present labor law violations, (2) deterrence of future violations, and (3) maximization of enforcement of state labor laws. Here the allocation of a major portion of settlement funds to class members still advances the goal of labor law violation remediation. The allocation of a major portion of settlement funds to class members also deters future violations. This is a \$2,000,000.00 settlement, a good result. Deterrence is fulfilled. Finally, allocation of a major portion of settlement funds to class members still advances the goal of enforcement of state labor law. This settlement is, by definition, a response to alleged violations of labor laws, balanced against risks.

In addition, there is no evidence that a court or a commissioner had informed Defendant that their conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 6053831, *7-8 (E.D. Cal. 2013). And in *Cotter*, the court found a significant reduction of the PAGA claim would be appropriate because “[t]his does not appear to be a case where a company has deliberately sought to evade the law.” *Cotter*, 176 F. Supp. 3d at 941.

Finally, the PAGA allocation is fair. The LWDA is receiving \$150,000.00. The Class is receiving, net, an estimated \$1,090,320.36 for the releases of *all* other claims. While the proportion is tipped slightly in favor of the employees, the allocation is not unfair because it satisfies California’s wage and hour policies.

4. The Proposed Method for Allocating Settlement Funds Is Fair.

The proposed method of allocating the Settlement Fund to Class Members also is fair and reasonable. The Settlement Fund is to be allocated between all Class Members, based on time worked by the Class Member during the Class Period, in relation to the total amount of time worked by all participating Class Members. This proposed method is fair and reasonable because each Class Member’s actual potential damages vary based on the number of workweeks he or she worked (e.g., Lab. Code §

226.7 provides for an extra hour of pay at the employee's regular rate of pay for each violation, resulting in a higher potential damage when a higher number of incidents occur). A Class Member who worked a greater number of work weeks will receive a larger payment under the Settlement than a Class Member who worked for a shorter amount of time. (Leviant Decl., ¶¶ 13, 17.)

5. The Proposed Enhancement Award to Plaintiff Warrants Approval.

The proposed enhancement of \$5,000 to Plaintiff is intended to recognize substantial initiative and significant efforts on behalf of the Class. Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. Factors considered when awarding an incentive include the actions the plaintiff has taken to protect the class, the degree to which the class has benefitted, the amount of time and effort the plaintiff expended in the litigation, the risk to the class representative in commencing suit (financial and otherwise), the notoriety and personal difficulties encountered, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the plaintiff as a result of the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). Here, Plaintiff's involvement and desire to participate in this matter, after the unfortunate health issues faced by Jaime Vera, were instrumental in achieving a settlement. Taking the risk of participating in a lawsuit against an employer also deserves recognition, especially in light of the settlement achieved by Plaintiff. (Jimenez Decl., ¶¶ 5-21; Leviant Decl., ¶ 33.) The enhancement also recognizes risks Plaintiff took to be personally liable for costs regardless of the success of the litigation, as well as the personal risk of facing intrusive discovery and potential disclosure to future employers that Plaintiff sued an employer, making future employment less certain. Plaintiff's Declaration supports the requested enhancement and confirms that Plaintiff was an active participant in the settlement of this case.

6. The Proposed Award of Attorneys' Fees and Costs Is Also Fair, Adequate, and Reasonable and Merits Approval.

a) Plaintiff's Counsel Should be Awarded Fees Based on a Percentage of the Fund Recovered, Consistent with the Common Fund Method

The request for fees as a percentage of a settlement is supported by the "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive

benefits, may require those passive beneficiaries to bear a fair share of the litigation costs.” *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977). The common fund doctrine has been applied “consistently in California when an action brought by one party creates a fund in which other persons are entitled to share.” *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995). The lodestar may be cross-checked against the percentage. *See In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-58 (2009).

The California Supreme Court removed any lingering doubt about the use of the percentage of the fund method to award attorney’s fees in California Courts. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016).⁴ Thus, this Court may and, as strongly encouraged by the California Supreme Court, *should* award fees to Plaintiff’s counsel based upon the percentage of the fund methodology.

“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 47 n. 11 (2008). This is consistent with counsels’ experience in class cases. Here, Plaintiff’s attorneys request attorneys’ fees of **\$666,666.67** (33 and 1/3% of the GSA), and costs of **\$22,012.97** (which includes payment for mediation, filing fees, service of process fees, and other standard expenses). (Leviant Decl., ¶ 32.) Given the efforts and risks involved in this case, as well as the results achieved, these amounts are within the range of reasonableness and warrant *final approval*.

b) A Lodestar Cross Check Confirms that Class Counsel’s Requested Attorneys’ Fees Are Reasonable

Plaintiff’s fee application is also reasonable based on lodestar. Under the lodestar method, the court considers a compilation of the time spent and a reasonable hourly compensation of each attorney to evaluate the reasonableness of the fee. *Ramos v. Countrywide Home Loans, Inc.*, 82 Cal. App. 4th 615, 622 (2000). The moving party meets its burden by submitting “declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case” as “California case law permits fee awards in the absence of detailed time sheets.” *Wershba*, 91 Cal. App.

⁴ The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing doubt about the use of the percentage method: “The *Dunk* court, while finding the percentage method inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport to bar its usage generally in common fund cases.” *Laffitte*, 1 Cal. 5th at 501.

4th at 254-55; *Dunk*, 48 Cal. App. 4th at 1810; *Nightengale v. Hyundai Motors America*, 31 Cal. App. 4th 99, 103 (1994). The hours spent and the reasonable hourly compensation are used to arrive at a “lodestar” figure which may then be augmented or diminished taking into account various “multiplier” factors. *See Ramos*, 82 Cal. App. 4th at 622 (citing *Serrano*, 20 Cal. 3d at 48-49).

Here, Class Counsel’s *total* lodestar is **\$340,860.00** (including about 10 hours of past and future time not billed by Mr. Leviant). (Leviant Decl., ¶ 32.) The billed lodestar to date is **\$331,110.00**. (Leviant Decl., ¶ 32.) The request for **\$666,666.67** in attorneys’ fees, which is **1.95** times the estimated total lodestar, is reasonable under the lodestar method.

(1) Class Counsel’s Hours Are Reasonable

In determining whether the number of hours was reasonable, the court must determine that “the time spent was reasonably necessary and that [] counsel made ‘a good faith effort to exclude from the fee request hours that are excessive, redundant, or otherwise unnecessary.’” *Jordan v. Multnomah County*, 815 F.2d 1258, 1263 n.8 (9th Cir. 1987). The court should defer to the lawyer’s judgment as to how much time he was required to spend on the case. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) (“[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee.”). Here, Counsel expended a prudent amount of time to achieve the excellent result. (Leviant Decl., ¶ 32.)

(2) Class Counsel’s Hourly Rates Are Reasonable

The reasonable hourly rate is that prevailing in the community for similar work. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). “[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorneys’ skill as reflected in the quality of work, as well as the attorneys’ reputation and status.” *MBNA American Bank, N.A. v. Gorman*, 147 Cal. App. 4th 1, 3 (2006). The trial court may also “find hourly rates reasonable based on evidence of other courts approving similar rates.” *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010).

Class Counsel are experienced litigators who specialize in employment law, with a substantial wage and hour practice. (Leviant Decl., ¶¶ 21-27.) A number of courts, including this Court, have approved Class Counsel’s hourly rates. (Leviant Decl., ¶ 21.) Given the skill and experience of Class Counsel, and the excellent result achieved, Class Counsel’s hourly rates are reasonable.

1 c) *Class Counsel's Costs Are Reasonable*

2 The Settlement Agreement provides for reimbursement of costs not to exceed \$22,500.00. Moon
3 Law Group, PC seeks costs in the amount of \$22,012.97. (Leviant Decl., ¶ 32, Exh. 2.) These costs
4 were reasonably incurred in prosecuting the Action on behalf of the Class Members and should be
5 approved by the Court. Accordingly, Class Counsel respectfully requests the Court approve total costs in
6 the amount of **\$22,012.97**. (*Ibid.*)

7 **7. The Proposed Payment to the Administrator Is Fair and Reasonable**

8 Phoenix Class Action Administration Solutions, which has been selected due to its competitive
9 bid, states that administration can be performed for a flat rate of **\$16,000.00**. In counsel's experience,
10 based on similar wage-and-hour actions, an estimated cost of **\$16,000.00** is a fair and reasonable amount
11 for administration fees and should be approved, and it is below the Parties' original estimated cost of
12 \$25,000 to administer the Settlement. (Leviant Decl., ¶ 34.) Phoenix has also confirmed its capabilities
13 and security protocols in the accompanying declaration.

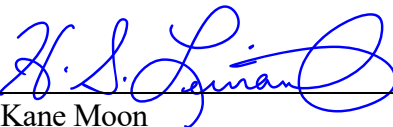
14 **VII. CONCLUSION**

15 For all the foregoing reasons, because the Class meets the requirements for certification, because
16 the Settlement bears all requisite indicia of fairness, reasonableness, and adequacy, and because the
17 proposed notice procedure and forms comport with Rule 3.766 and due process, this Court should grant
18 this Motion for Final Approval.

19 Respectfully submitted,

20 Dated: March 7, 2025

MOON LAW GROUP, PC

21 By: 
22 Kane Moon
23 H. Scott Leviant
24 Mariam Ghazaryan

25 Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 725 S. Figueroa, Suite 3100, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF**
6 **MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
7 **SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this
8 action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated
9 on the attached service list:

10 Sarah Brite Evans
11 sevans@higgslaw.com
12 HIGGS, FLETCHER & MACK
13 401 West A Street, Suite 2600
14 San Diego, California 92101
15 Facsimile: (619) 696.1410

16 *Counsel for Defendant*

17 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in
18 the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's
19 practice of collection and processing correspondence for mailing. Under that practice, sealed
20 envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business
21 with postage thereon fully prepaid at Los Angeles, California.

22 ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
23 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in
24 this action.

25 ☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the
26 above-named document(s) has (have) been electronically served on counsel of record by an approved
27 electronic service provider. The transmission of these documents was reported complete and a copy of
28 the service confirmation will be maintained, along with the original document(s) and proof of service
in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the
offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and
processing correspondence for overnight delivery. Under that practice, overnight packages are
enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are
picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the
foregoing is true and correct. Executed this **March 7, 2025**, at Los Angeles, California.

26 H. Scott Leviant
27 Type or Print Name

28 
Signature