

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
PHILLIP SONG (SBN 326572)
JOHN BICKFORD (SBN 280929)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

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

JAMESHA BURNS, individually, on behalf
of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act of 2004 (“PAGA”);

Plaintiff,

v.

A.M. CASTLE & CO., a Maryland
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20STCV45602

Assigned for All Purposes to
Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**PLAINTIFF’S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed Class
Representative (Jamesha Burns); Declaration of
Eric Springer; and [Proposed] Order filed
concurrently herewith]

Hearing Date: July 6, 2022
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: December 1, 2020
FAC Filed: February 9, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 6, 2022, at 10:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Carolyn B. Kuhl in Department 12 of the Los Angeles County
3 Superior Court, located at 312 North Spring Street, Los Angeles, California 90012 (Spring Street
4 Courthouse), Plaintiff Jamesha Burns (“Plaintiff”) will and hereby moves for an order:

- 5 • Granting Preliminary Approval of the proposed class action settlement described
6 herein and as set forth in the Parties’ Joint Stipulation and Settlement Agreement
7 (“Agreement,” “Settlement Agreement,” “Joint Stipulation,” or “Settlement”),
8 attached as **Exhibit 2** to the Declaration of Douglas Han, including, and not limited
9 to, the means of allocation and distribution of funds, and the allocations for
10 penalties under the California Labor Code Private Attorneys General Act of 2004
11 (“PAGA”), the Attorney Fee Award, the Cost Award, the Class Representative
12 Enhancement Payment, and Administration Costs;
- 13 • Conditionally certifying the proposed Class for settlement purposes only;
- 14 • Appointing Plaintiff as the Class Representative;
- 15 • Appointing Justice Law Corporation as Class Counsel;
- 16 • Approving the proposed Notice of Class Action and PAGA Settlement (“Notice”)
17 attached as **Exhibit A** to the Settlement Agreement;
- 18 • Approving the proposed Election Not to Participate In (“Opt Out” Form) Class
19 Action Settlement (“Exclusion Form”) attached as **Exhibit B** to the Settlement
20 Agreement;
- 21 • Approving the proposed Notice of Objection Form (“Objection Form”) attached
22 as **Exhibit C** to the Settlement Agreement;
- 23 • Directing the mailing of the proposed Notice, Exclusion Form, and Objection
24 Form (collectively, known as the “Notice Packet”) with a postage-paid return
25 envelope to the proposed Class;
- 26 • Approving the proposed deadlines for the notice and settlement administration
27 process;
- 28 • Approving Simpluris, Inc. (“Simpluris”) as the Settlement Administrator; and

- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, and the Administration Costs, and approval of the allocation for PAGA penalties.

This motion is based upon the following memorandum of points and authorities; the Declaration of Proposed Class Counsel (Douglas Han); the Declaration of the Proposed Class Representative (Jamesha Burns); the [Proposed] Order filed concurrently with this motion; the pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: May 11, 2022

JUSTICE LAW CORPORATION

By:



Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
John Bickford
Attorneys for Plaintiff

TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	11
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	11
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action.....	12
i.	The Parties Attended Mediation Which Ultimately Led to the Joint Stipulation and Settlement Agreement	12
ii.	The Settlement Was Reached as a Result of Arm's-length Negotiations	12
iii.	The Settlement Is the Result of Thorough Investigation and Discovery..	13
c.	Terms of the Proposed Settlement.....	13
i.	Deductions from the Settlement	13
ii.	Calculation of the Class Members' Settlement Payments.....	14
iii.	Notice to the Class	15
iv.	Distribution of Funds.....	15
v.	Release of Claims	16
d.	Counsel for Both Parties Are Experienced in Similar Litigation	17
IV.	ARGUMENT	18
a.	Class Action Settlements Are Subject to Court Review	18
b.	The Proposed Settlement Is a Reasonable Compromise of Claims	18
i.	The Gross Settlement Amount of \$500,000 Is Fair and Reasonable	19
ii.	The PAGA Payment of \$50,000 Is Reasonable	20
c.	Discount Analysis Justifies the Settlement.....	21
d.	Conditional Certification of the Class Is Appropriate	23
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous	23
ii.	The Class Members Share a Well-defined Community of Interest.....	24
1.	Common Issues Predominate	24

2.	Plaintiff’s Claims Are Typical of the Class Claims	25
3.	Plaintiff Is Adequate to Represent the Class	25
4.	Class Action is Superior for the Fair and Efficient Adjudication of this Controversy	25
e.	The Settlement Is Fair, Reasonable, and Adequate	26
f.	Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)	26
V.	CONCLUSION	27

TABLE OF AUTHORITIES

Cases

<i>Aguilar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	20
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	17
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	23
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	18
<i>Boyd v. Bechtel Corp.</i>	
(N.D.Cal. 1979) 485 F.Supp. 610	13
<i>Brinker Restaurant Corporation v. Superior Court</i>	
(2012) 53 Cal.4th 1004	24
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	24
<i>Carrington v. Starbucks Corp.</i>	
(2018) 30 Cal.App.5th 504	21
<i>City of Detroit v. Grinnell Corporation</i>	
(2d Cir. 1974) 495 F.2d 448	22
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	25
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	20
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	17, 26
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS	24

1	<i>Green v. Obledo</i>	
2	(1981) 29 Cal.3d 126	18
3	<i>Harris v. Superior Court</i>	
4	(2007) 154 Cal.App.4th 164	20
5	<i>Hicks v. Kaufman & Broad Home Corp.</i>	
6	(2001) 89 Cal.App.4th 908	23
7	<i>Hopson v. Hanesbrands Inc.</i>	
8	(N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900	21
9	<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
10	(1981) 452 U.S. 905	18
11	<i>Jones v. JGC Dallas LLC</i>	
12	(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
13	185042	24
14	<i>Kullar v. Foot Locker Retail, Inc.</i>	
15	(2008) 168 Cal.App.4th 116	18, 19
16	<i>Linder v. Thrifty Oil Co.</i>	
17	(2000) 23 Cal.4th 429	23
18	<i>Linney v. Cellular Alaska Partnership</i>	
19	(9th Cir. 1998) F.3d 1234	22
20	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
21	(2010) 186 Cal.App.4th 399	18, 19
22	<i>Nordstrom Com. Cases</i>	
23	(2010) 186 Cal.App.4th 576	21
24	<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
25	(2004) 34 Cal.4th 319	20, 23, 24
26	<i>In re Tableware Antitrust Litig.</i>	
27	(N.D.Cal. 2007) 484 F.Supp.2d 1059	22
28	///	

1	<i>Thurman v. Bayshore Transit Mgmt.</i>	
2	(2012) 203 Cal.App.4th 1112.....	20
3	<i>Vasquez v. Superior Court</i>	
4	(1971) 4 Cal.3d 800	18
5	<i>Walsh v. IKON Solutions, Inc.</i>	
6	(2007) 148 Cal.App.4th 1440	20
7	<u>Rules</u>	
8	Rule 3.769.....	18
9	Rule 3.769(f).....	26
10	Rule 3.769(g)	18
11	Federal Rule 23	18
12	<u>Statutes</u>	
13	Code of Civil Procedure § 382	23, 26
14	Code of Civil Procedure § 877.6	19
15	Labor Code § 201	20, 21
16	Labor Code § 202	20, 21
17	Labor Code § 203	20, 21
18	Labor Code § 204	20, 21
19	Labor Code § 218.5	20, 21
20	Labor Code § 221	20
21	Labor Code § 226(a).....	20
22	Labor Code § 226.3	20
23	Labor Code § 226.7	20, 21
24	Labor Code § 246(l)	20
25	Labor Code § 510	20, 21
26	Labor Code § 512(a).....	20, 21
27	Labor Code § 551	20
28	Labor Code § 552	20

1	Labor Code § 558	20
2	Labor Code § 1174(d)	20
3	Labor Code § 1174.5	20
4	Labor Code § 1194	20, 21
5	Labor Code § 1197	20, 21
6	Labor Code § 1197.1	20, 21
7	Labor Code § 1198	20, 21
8	Labor Code § 2698	16, 19
9	Labor Code § 2800	20, 21
10	Labor Code § 2802	20, 21

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary \$500,000.00 proposed
3 wage-and-hour class action settlement by Plaintiff on behalf of herself and on behalf of all current
4 and former hourly-paid or non-exempt employees of A.M. Castle & Co. (“Defendant”) within the
5 State of California at any time during the Class Period that did not previously settle the claims
6 settled in the Action (“Class” and “Class Members”). The Class Period is the time period from
7 December 1, 2016 to March 31, 2022. At the time of this filing, the number of Class Members
8 provided by Defendant is estimated to be one hundred five (105).

9 It is requested this Court grant Preliminary Approval, as, when analyzing the strengths
10 and vulnerabilities of the class claims alongside Defendant’s potential liability exposure, this
11 proposed settlement of \$500,000.00 – with an average settlement payment currently estimated to
12 be between \$2,388.89 and \$2,460.95 – is well within the range of reasonableness. Class Counsel
13 is convinced that the proposed Settlement is in the best interests of the Class Members based on
14 the negotiations and a detailed knowledge of the issues present in this action.

15 **II. BACKGROUND**

16 On December 1, 2020, Plaintiff, a former hourly-paid, non-exempt employee of
17 Defendant, filed a wage-and-hour class action lawsuit against Defendant in the Superior Court of
18 California, County of Los Angeles, entitled *Burns v. A.M. Castle & Co.*, Case Number
19 20STCV45602 (the “Action”). (Declaration of Douglas Han (“Han Dec.”), ¶ 11.) Specifically,
20 Plaintiff alleged eight (8) causes of action for violation of various sections of the California Labor
21 Code and California Business & Professions Code. (*Ibid.*)

22 Plaintiff and Defendant (collectively, the “Parties”) attended mediation on Plaintiff’s
23 claims with mediator Marc J. Feder on December 13, 2021. (Han Dec., *supra*, at ¶ 12.) With the
24 help of the mediator, the Parties agreed to a settlement of the Action. (*Ibid.*)

25 ///

26 ///

27 ///

1 In line with the Parties’ decision to enter a settlement, on January 13, 2022, Plaintiff
2 provided written notice to the California Labor and Workforce Development Agency (“LWDA”)
3 and Defendant of the specific provisions of the Labor Code she contends Defendant violated and
4 the theories supporting her contentions. (Han Dec., *supra*, at ¶ 13.) In addition, pursuant to the
5 Parties’ decision to enter a settlement, on February 9, 2022, Plaintiff filed a First Amended
6 Complaint (“FAC”), adding two causes of action for (1) violation of Labor Code section 2698, *et*
7 *seq.* (Private Attorneys General Act of 2004) and (2) violation of Labor Code sections 551 and
8 552 (failure to provide one day’s rest in seven) and amending the Class Period to begin on
9 December 1, 2016. (*Id.* at ¶ 14.)

10 **III. INVESTIGATION/ LITIGATION HISTORY**

11 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

12 After Plaintiff filed her wage-and-hour class action lawsuit, the Parties engaged in both
13 formal and informal discovery. (Han Dec., *supra*, at ¶ 17.) Plaintiff propounded one (1) set of
14 form interrogatories, one (1) set of special interrogatories, one (1) set of requests for admissions,
15 and one (1) set of requests for production of documents. (*Ibid.*) Defendant propounded two (2)
16 sets of special interrogatories and two (2) sets of requests for production. (*Ibid.*) Thereafter, the
17 Parties met and conferred and agreed to an informal exchange of information and to attend
18 mediation. (*Ibid.*)

19 Prior to the mediation, and both before and after the lawsuit was filed, the Parties
20 conducted significant investigation and discovery of the relevant facts and law. (Han Dec., *supra*,
21 at ¶ 18.) Specifically, Defendant produced employee handbooks and other documents evidencing
22 its wage-and-hour policies, practices, and procedures, a random sampling of time and pay records,
23 and information and data relating to the size and scope of the Class and permitting Plaintiff to
24 understand the number of workweeks and pay periods in the Class Period and PAGA Timeframe,
25 respectively. (*Ibid.*) Class Counsel also interviewed Class Members who worked for Defendant
26 throughout the Class Period. (*Ibid.*)

27 ///

28 ///

1 Based upon the information provided by Defendant and interviews Class Counsel had
2 with non-exempt employees, Plaintiff contends – and Defendant denies – that Defendant: (a)
3 failed to provide employees with legally mandated rest and meal breaks; (b) failed to pay
4 employees for all hours worked; (c) failed to properly calculate and pay overtime and sick leave
5 pay; (d) failed to reimburse employees for necessary business expenses; (e) issued noncompliant
6 wage statements; and (f) is liable for waiting time penalties. (Han Dec., *supra*, at ¶¶ 20-27.)

7 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

8 **i. The Parties Attended Mediation Which Ultimately Led to the Joint**
9 **Stipulation and Settlement Agreement**

10 During the Parties' mediation on December 13, 2021, the Parties discussed the risks of
11 continued litigation, the likelihood of certification, and the merits of the Parties' claims and
12 defenses versus the benefits of settlement. (Han Dec., *supra*, at ¶ 29.) With the assistance of the
13 mediator, the Parties were able to reach an agreement on settlement, the terms of which were
14 memorialized in the Settlement Agreement that the Parties now seek Preliminary Approval of.
15 (*Ibid.*; Exhibit 2.)

16 **ii. The Settlement Was Reached as a Result of Arm's-length Negotiations**

17 The Settlement Agreement was reached because of arm's-length negotiations. (Han Dec.,
18 *supra*, at ¶ 47.) Though cordial and professional, the settlement negotiations have always been
19 adversarial and non-collusive in nature. (*Ibid.*) At the mediation on December 13, 2021, both
20 Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was
21 ultimately reached by all Parties. (*Ibid.*)

22 Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense
23 and length of additional proceedings necessary to continue the litigation against Defendant. (Han
24 Dec., *supra*, at ¶ 48.) Plaintiff and Class Counsel have also considered the uncertainty and risk of
25 further litigation, the potential outcome, and the difficulties and delays inherent in such litigation.
26 (*Ibid.*) Based on the foregoing, Plaintiff and Class Counsel believe the Settlement is a fair,
27 adequate, and reasonable settlement, and is in the Class Members' best interests. (*Ibid.*)

28 ///

1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
3 of Plaintiff's claims and Defendant's defenses before reaching the Settlement and engaged in
4 sufficient investigation, research, and discovery to support the Settlement. (Han Dec., *supra*, at ¶
5 49.) The Settlement was only possible following significant investigation and evaluation of
6 Defendant's relevant policies and procedures and the data Defendant produced for the putative
7 class. (*Ibid.*) Furthermore, this case has also reached the stage where "the Parties certainly have
8 a clear view of the strengths and weaknesses of their cases" sufficient to support the
9 reasonableness, adequacy, and fairness of the Settlement. (*Ibid.*; *Boyd v. Bechtel Corp.* (N.D.Cal.
10 1979) 485 F.Supp. 610, 617.)

11 **c. Terms of the Proposed Settlement**

12 **i. Deductions from the Settlement**

13 The Parties have agreed (subject to and contingent upon the Court's approval) that this
14 action be settled and compromised for the non-reversionary total sum of \$500,000.00 ("Gross
15 Fund Value"), which includes, subject to Court approval: (a) the Attorney Fee Award to Class
16 Counsel in an amount not to exceed \$166,666.66 (one-third (1/3) of the Gross Settlement
17 Amount); (b) the Cost Award to Class Counsel in an amount currently estimated at \$11,434.18,
18 but not to exceed \$15,000.00, for reimbursement of litigation costs and expenses;¹ (c) the Class
19 Representative Enhancement Payment to Plaintiff in the amount of \$10,000.00 for her service as
20 the Class Representative; (d) Administration Costs to Simpluris, the Settlement Administrator, in
21 an amount currently estimated at \$3,499.00, but not to exceed \$7,500.00; and (e) the PAGA
22 Payment of \$50,000.00, seventy-five percent (75%) of which (\$37,500.00) will be paid to the
23 LWDA and twenty-five percent (25%) of which (\$12,500.00) will be distributed to the Eligible
24

25 ¹ The final amount of actual litigation costs will be provided to the Court in conjunction
26 with Plaintiff's motion for final approval. (Han Dec., *supra*, at ¶ 31.) At that time, Plaintiff will
27 ask the Court to approve the amount of these costs. (*Ibid.*) If Plaintiff's actual litigation costs
28 exceed \$15,000.00, Plaintiff will only seek reimbursement in the amount of \$15,000.00. (*Ibid.*) If
the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee
Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and
be available for distribution to all Class Members who do not submit valid and timely requests to
exclude themselves ("opt out") from the Settlement ("Participating Class Members"). (*Ibid.*)

Aggrieved Employees on a pro-rata basis. (Han Dec., *supra*, at ¶ 30.)

ii. Calculation of the Class Members' Settlement Payments

After all Court-approved deductions from the Gross Settlement Amount, it is estimated that between \$250,833.34 and \$258,400.16 ("Net Settlement Amount") will be distributed to Class Members – with an average gross settlement payment estimated to be between \$2,388.89 and \$2,460.95.² (Han Dec., *supra*, at ¶ 32.)

Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. (Han Dec., *supra*, at ¶ 33.) The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. (*Ibid.*) Additionally, no later than five (5) calendar days after the Court enters its Final Approval, the Settlement Administrator will calculate and inform Defendant of the amount of the Defendant's portion of payroll withholding taxes. (*Ibid.*) Defendant shall thereafter provide the Settlement Administrator the additional funding to cover Defendant's share of payroll taxes on the Settlement. (*Ibid.*) The Settlement Administrator will be responsible for sending to the appropriate taxing authorities Defendant's portion of payroll withholding taxes along with each Participating Class Member's Individual Settlement Share tax withholdings. (*Ibid.*)

Each Eligible Aggrieved Employee's portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties and will be issued an IRS Form 1099 if this amount together with the non-wage portion of the Individual Settlement Share (if any), exceeds \$600.00. (Han Dec., *supra*, at ¶ 36.)

The Settlement Administrator will pay each Participating Class Member according to his or her proportional share of the Net Settlement Amount, which will be calculated according to the formula contained in the Settlement Agreement. (Han Dec., *supra*, at ¶ 34.)

///

///

² \$250,833.34 (Net Settlement Amount) / 105 (Class Members) = \$2,388.89; \$258,400.16 (Net Settlement Amount) / 105 (Class Members) = \$2,460.95.

1 The Settlement Administrator will also pay each Eligible Aggrieved Employee according
2 to his or her proportional share of the PAGA Payment, which will be calculated according to the
3 formula contained in the Settlement Agreement. (Han Dec., *supra*, at ¶ 35.)

4 **iii. Notice to the Class**

5 Within twenty-one (21) calendar days after entry of the Preliminary Approval Order,
6 Defendant shall deliver the Class Data to the Settlement Administrator. (Han Dec., *supra*, at ¶
7 38.) Within fourteen (14) calendar days after receipt of the Class Data from Defendant, the
8 Settlement Administrator shall mail the Notice Packet, in both English and Spanish, via first-class
9 regular U.S. Mail using the most current mailing address information available. (*Id.* at ¶ 39.) Class
10 Members and Eligible Aggrieved Employees are not required to submit a claim form to receive
11 payment under the Settlement Agreement. (*Ibid.*)

12 **iv. Distribution of Funds**

13 Within twenty (20) calendar days of the Effective Final Settlement Date, Defendant shall
14 deposit the Gross Settlement Amount of \$500,000.00 into the Qualified Settlement Fund. (Han
15 Dec., *supra*, at ¶ 40; Exhibit 2, *supra*, at § I (P).) Within fourteen (14) calendar days after the
16 funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due
17 under the Settlement Agreement. (Han Dec., at ¶ 41.)

18 Participating Class Members and Eligible Aggrieved Employees must cash or deposit
19 their Individual Settlement Share checks and checks for their portions of the PAGA Payment
20 within one hundred eighty (180) calendar days after the checks are mailed to them. (Han Dec.,
21 *supra*, at ¶ 42.) If any checks are not redeemed or deposited within ninety (90) calendar days after
22 mailing, the Settlement Administrator will send a reminder postcard. (*Ibid.*) If any checks remain
23 uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice,
24 the Settlement Administrator will, within two hundred (200) calendar days after the checks are
25 initially mailed, cancel the check(s), and pay the amount of the Individual Settlement Share(s)
26 and share(s) of the PAGA Payment to the California State Controller: Unpaid Wage Fund so that
27 the Participating Class Member(s) and/or Eligible Aggrieved Employee(s) will have their
28 Individual Settlement Share(s) and share(s) of the PAGA Payment available to them per the

1 applicable claim procedure to request that money from the State of California. (Han Dec., *supra*,
2 at ¶ 42.)

3 **v. Release of Claims**

4 Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of the
5 Settlement Agreement, Plaintiff and the other Participating Class Members will fully and finally
6 release and discharge the Released Parties from the Released Class Claims ("Released Class
7 Claims"). (Han Dec., *supra*, at ¶ 43; Exhibit 2, *supra*, §§ I (HH), I (II), III (K).)

8 Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of the
9 Settlement Agreement, the LWDA, and any other representative, proxy, or agent thereof,
10 including, but not limited to, any and all Eligible Aggrieved Employees are barred from pursuing
11 any action for civil penalties under the California Labor Code Private Attorneys General Act of
12 2004 ("PAGA"), Labor Code section 2698, *et seq.*, against the Released Parties, based on or
13 arising out of the alleged violations of Labor Code sections alleged in Plaintiff's PAGA notice to
14 the LWDA and the Complaints, and occurring during the PAGA Timeframe ("PAGA Released
15 Claims"). (Han Dec., *supra*, at ¶ 44; Exhibit 2, *supra*, §§ I (CC), I (II), III (L).) Eligible Aggrieved
16 Employees may not opt out of the PAGA portion of the Settlement and will still be mailed checks
17 for their portions of the PAGA Payment and shall still release the PAGA Released Claims
18 regardless of the submission of a valid and timely request for exclusion. (Han Dec., at ¶ 44.)

19 Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of the
20 Settlement Agreement, in exchange for the Class Representative Enhancement Payment in an
21 amount not to exceed \$10,000.00 and in recognition of her work and efforts in obtaining the
22 benefits for the Class and undertaking the risk of paying litigation costs in the event this matter
23 had not successfully resolved, Plaintiff hereby provides a general release of claims for herself and
24 any respective spouse, heirs, executors, successors, assigns, administrators, and representatives.
25 (Han Dec., *supra*, at ¶ 45; Exhibit 2, *supra*, § III (M).)

26 ///

27 ///

28 ///

1 The Released Parties include Defendant and its present and former officers, directors,
2 employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent
3 companies, subsidiaries, divisions, affiliates, predecessors, successors, fiduciaries, employee
4 benefits plans, assigns and any entity claimed to be a joint employer with Defendant (collectively,
5 the “Released Parties”). (Han Dec., *supra*, at ¶ 46; Exhibit 2, *supra*, at § I (II).)

6 With regard to class action releases, “[A] court may release not only those claims alleged
7 in the complaint and before the court, but also claims which ‘could have been alleged by reason
8 of or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v.*
9 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scopes of the releases
10 in this case are acceptable because they are limited to the scope of the allegations contained in the
11 Complaint and that will be contained in the First Amended Complaint. Moreover, the released
12 claims are ““based on the identical factual predicate as that underlying the claims in the settled
13 class action.”” (*Ibid.*) In other words, the released claims do not ““go beyond the scope of the
14 allegations in the operative complaint”” (*Ibid.*)

15 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

16 Counsel for both Parties are particularly experienced in wage-and-hour employment law
17 and class actions. (Han Dec., *supra*, at ¶¶ 2-8; Exhibit 1.) Class Counsel have prosecuted
18 numerous cases on behalf of employees for Labor Code violations and, thus, are experienced and
19 qualified to evaluate the class claims, the advantages and disadvantages of settlement versus trial,
20 and the viability of the defenses. (*Ibid.*) Class Counsel’s experience also guided their
21 determination to endorse the proposed Settlement.³ (*Ibid.*)

22 ///

23 ///

24 ///

26 ³ The final factor mentioned in *Dunk v. Motor Co.* (1996) 48 Cal.App.4th 1794 – the
27 number of objectors – is not determinable until the Notice has been provided to the Class
28 Members, and they have had an opportunity to respond. This information will be provided to the
Court in conjunction with the Motion for Final Approval of Class Action Settlement.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 California Rules of Court, rule 3.769 requires court approval for class action settlements.⁴
4 “Before final approval, the court must conduct an inquiry into the fairness of the proposed
5 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for
6 preliminary approval of class settlements:

7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.

10 . . .

11 (c) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

15 Courts have discretion to approve settlements that are fair, not collusive, and consider “all the
16 normal perils of litigation as well as the additional uncertainties inherent in complex class
17 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
18 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

19 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

20 An understanding of the amount in controversy is an important factor in whether the
21 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses
22 of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008)
23 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
24 186 Cal.App.4th 399, 409.) The most important factor in this regard is “the strength of the case
25 for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, at p. 129;
26 see also *Munoz*, at p. 409.)

27 ///

28 ⁴ The California Supreme Court has also authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, Plaintiff cites Federal Rule 23 and federal case law in addition to California law.

1 In weighing the strength of the plaintiff's case, *Kullar* instructs that the court is not to
2 "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for
3 that of the attorneys." (*Kullar v. Foot Locker Retail, Inc., supra*, 168 Cal.App.4th at p. 133.)
4 Finally, *Kullar* does not require an explicit statement of the maximum amount the class could
5 recover if the plaintiff prevailed on all his claims, provided there is a record that allows "an
6 understanding of the amount that is in controversy and the realistic range of outcomes of the
7 litigation." (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186 Cal.App.4th at p.
8 409.) Put differently, "as the court does when it approves a settlement as in good faith under Code
9 of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within
10 the 'ballpark' of reasonableness." (*Kullar*, at p. 133.)

11 **i. The Gross Settlement Amount of \$500,000 Is Fair and Reasonable**

12 The proposed Settlement was only possible following significant investigation and
13 evaluation of Defendant's relevant policies and procedures and the data Defendant produced for
14 the putative class, as referenced in Section III above, which permitted Class Counsel to engage in
15 a comprehensive analysis of liability and potential damages. (Han Dec., *supra*, at ¶ 49.)

16 This investigation and evaluation informed Plaintiff's central theories of liability. (Han
17 Dec., *supra*, at ¶ 50.) Plaintiff's claims are predicated on Defendant's alleged: (a) failure to pay
18 overtime wages; (b) failure to provide compliant rest and meal breaks and pay applicable
19 premiums; (c) failure to pay minimum wages; (d) failure to timely pay wages; (e) failure to issue
20 compliant wage statements; (f) failure to reimburse business expenses; (g) failure to provide one
21 day's rest in seven; (h) violation of Labor Code section 2698, *et seq.* (PAGA); and (i) violation
22 of Business & Professions Code section 17200, *et seq.* (*Ibid.*) Defendant denies Plaintiff's theories
23 of liability. (*Id.* at ¶ 51.)

24 ///

25 ///

26 ///

1 Although Plaintiff believes the case is suitable for certification, uncertainties with respect
2 to certification are always present. (Han Dec., *supra*, at ¶ 52.) As the California Supreme Court
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
4 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
5 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour
6 claims.⁵ (*Ibid.*) These factors led Plaintiff to discount calculations of potential damages.

7 **ii. The PAGA Payment of \$50,000 Is Reasonable**

8 The provisions of the Labor Code potentially triggering PAGA penalties in this case
9 include but are not limited to Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3,
10 226.7, 246(l), 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and
11 2802. (Han Dec., *supra*, at ¶ 61.) Defendant asserts that, regardless of the results of the underlying
12 causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*)
13 Defendant also maintains that, in addition to its strong arguments against the underlying claims,
14 it had a strong argument that it would be unjust to award maximum PAGA penalties given the
15 law's current unsettled state. (*Ibid.*; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th
16 1112 [reducing penalties by 30% under this authority].) Defendant argued that without stacking
17 and limited to the initial violation, the PAGA penalties would be limited to **\$5,900.00** (59
18 employees x \$100 initial violations) on the low end and **\$47,200.00** (59 employees x \$100 x 8
19 theories of recovery) on the high end. (Han Dec., at ¶ 64.)

20 ///

21 ///

22 ///

23
24
25 ⁵ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 Plaintiff also recognized the risk that any PAGA award could be significantly reduced.
2 (Han Decl., *supra*, at ¶ 66.) Many of the causes of action brought were duplicative of the statutory
3 claims such as violations of Labor Code sections 201, 202, 203, 204, 218.5, 226.3, 226.7, 510,
4 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. (*Ibid.*) Thus, allocating \$50,000.00 to PAGA
5 civil penalties was reasonable based on a rate of **\$25.75** per pay period [$\$50,000.00 \div 1,942$ pay
6 periods in PAGA date range = **\$25.75**], given the fact that Defendant is also paying an additional
7 \$450,000.00 in the Settlement.⁶ (*Ibid.*) When PAGA penalties are negotiated in good faith and
8 “there is no indication that [the] amount was the result of self-interest at the expense of other
9 Class Members,” such amounts are generally considered reasonable.⁷ (*Ibid.*)

10 Considering Defendant’s defenses, its supporting evidence, and its position that the case
11 is not suitable for class treatment, the settlement of \$500,000.00 is reasonable, adequate, and fair.

12 **c. Discount Analysis Justifies the Settlement**

13 Excluding the civil penalties, which could be discretionary, for the reasons stated, the total
14 estimated potential exposure, assuming certification and prevailing at trial, would be about
15 **\$1,739,556.02** on the low end and **\$1,927,003.32** on the high end. (Han Dec., *supra*, at ¶ 67.)

16 ///

17 ///

18 ///

24 ⁶ (See *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 [affirming a rate of
25 \$5 per violation and a total PAGA penalty of \$150,000 while the plaintiff requested a rate of \$25
26 to \$75 per violation and a total PAGA penalty of \$70,000,000].)

27 ⁷ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
28 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576,
579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate
any damages to the PAGA claims”).)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$306,656.90	60%	50%	\$61,331.38
Meal Break Premiums	\$370,150.60	50%	40%	\$111,045.18
Overtime/Minimum Wage: Rounding	\$62,340.90	30%	50%	\$21,819.32
Overtime/Minimum Wage: Off-the-Clock Work	\$374,894.60 to \$562,341.90	50%	50%	\$93,723.65 to \$140,585.48
Overtime/Minimum Wage: Regular Rate	\$6,574.62	40%	50%	\$1,972.39
Unreimbursed Business Expenses	\$97,006.00	30%	70%	\$20,371.26
Wage Statement Penalty	\$191,750.00	50%	35%	\$62,318.75
Waiting Time Penalty	\$330,182.40	50%	35%	\$107,309.28
MAXIMUM TOTAL EXPOSURE	\$1,739,556.02 to \$1,927,003.32⁸			\$479,891.21 to \$526,753.04⁹

Based on this analysis, the realistic recovery for this case is **\$479,891.21** on the low end and **\$526,753.04** on the high end. (Han Dec., *supra*, at ¶ 76.) The Gross Settlement Amount of \$500,000.00 is approximately twenty-six percent (25.95%) of the maximum potential exposure and approximately ninety-five percent (94.92%) of the maximum realistic exposure at trial. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re Tableware Antitrust Litig.* (N.D.Cal. 2007) 484 F.Supp.2d 1059, 1079.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Ceullar Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”). Nevertheless, this

⁸ (Han Dec., *supra*, at ¶¶ 54-60.)

⁹ (*Id.* at ¶¶ 68-75.)

1 Settlement is in line with the realistic exposure had Plaintiff prevailed at trial and provides a
2 significant recovery for the Class Members.

3 **d. Conditional Certification of the Class Is Appropriate**

4 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one
5 of a common or general interest, of many persons, or when the parties are numerous, and it is
6 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
7 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions where the plaintiff identifies
8 “both [1] an ascertainable class and [2] a well-defined community of interest among class
9 members.” (*Ibid.*)

10 The proposed Class is ascertainable and numerous as to make it impracticable to join all
11 Class Members, and there are common questions of law and fact that predominate over any
12 questions affecting any individual Class Member. (Han Dec., *supra*, at ¶ 77.) Plaintiff contends
13 that as a former hourly-paid, non-exempt employee of Defendant, her claims are typical of the
14 claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class.
15 (*Ibid.*) Also, Plaintiff asserts that the prosecution of separate actions by individual Class Members
16 would create the risk of inconsistent or varying adjudications. (*Ibid.*)

17 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

18 “Ascertainability is required in order to give notice to putative class members as to whom
19 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
20 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
21 by describing a set of common characteristics sufficient to allow a member of that group to
22 identify himself or herself as having a right to recover based on the description.” (*Bartold v.*
23 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be
24 sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

25 This case involves approximately one hundred five (105) Class Members. (Han Dec.,
26 *supra*, at ¶ 78.) Thus, the Class is sufficiently numerous. (*Ibid.*)

27 ///

28 ///

1 **ii. The Class Members Share a Well-defined Community of Interest**

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692
8 (emphasis in original).) Rather, courts focus on the defendant’s internal policies and “pattern and
9 practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs
10 renders class certification appropriate.” (*Ibid.*) The application of each of these factors is
11 discussed below.

12 **1. Common Issues Predominate**

13 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
14 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
15 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690 (emphasis added).) In
16 other words, courts determine whether the elements necessary to establish liability are susceptible
17 to common proof, even if the class members must individually prove their damages. (*Brinker*
18 *Restaurant Corporation v. Superior Court* (2012) 53 Cal.4th 1024). These types of claims are
19 regularly granted class certification when the plaintiff can present evidence of common policies.
20 (See, e.g., *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-
21 O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v.*
22 *Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016
23 U.S.Dist.LEXIS [court certified class of dancers on state law claims].)

24 Plaintiff asserts common issues of fact and law predominate as to each of the claims
25 alleged. (Han Dec., *supra*, at ¶ 79.) Plaintiff contends all Class Members were subject to the same
26 or similar employment practices, policies, and procedures, described in detail above. (*Ibid.*)

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.) Plaintiff is a former employee of Defendant and alleges she and the Class Members were employed by the same company and injured by Defendant's common policies and practices related to the claims described above. (Hanson Dec., *supra*, at ¶ 80.) Plaintiff seeks relief for these claims and derivative claims on behalf of all Class Members. (*Ibid.*) Thus, Plaintiff's claims arise from the same employment practices and are based on the same legal theories as those applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate Class Representative. (Han Dec., *supra*, at ¶ 81.) She has conducted herself diligently and responsibly in representing the Class in this litigation, understands her fiduciary obligations, and has actively participated in the prosecution of this case. (*Ibid.*) Plaintiff has spent time in meetings and conferences with Class Counsel to provide Class Counsel with a complete understanding of her work environment and requirements. (*Ibid.*) Further, Plaintiff has no interest that is averse to the interests of the other Class Members. (*Ibid.*)

4. Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends the joinder of all Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense that numerous individual actions would necessitate. Because several Class Members are current employees, Plaintiff believes fear of retaliation further supports the superiority of class-wide relief as this fear often discourages current employees from seeking legal redress.

|||

1 **e. The Settlement Is Fair, Reasonable, and Adequate**

2 In deciding whether to approve a proposed class action settlement under Code of Civil
3 Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and
4 reasonable.” (*Dunk v. Ford Motor Co., supra*, 48 Cal.App.4th at p. 1801.) A proposed class action
5 settlement is presumed fair under the following circumstances: (1) the parties reached settlement
6 after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel
7 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
8 percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present here.

9 **f. Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)**

10 California Rules of Court, rule 3.769(f), provides:

11 If the court has certified the action as a class action, notice of the final approval
12 hearing must be given to class members in the manner specified by the court. The
13 notice must contain an explanation of the proposed settlement and procedures for
14 class members to follow in filing written objections to it and in arranging to appear
at the settlement hearing and state any objections to the proposed settlement.

15 The proposed Notice meets all these requirements. The proposed Notice advises the Class
16 Members of their right to participate in the Settlement; how and when to object to or request
17 exclusion from the Settlement; and the date, time, and location of the Final Approval Hearing.
18 (See Han Dec., *supra*; Exhibits A, B, and C to Exhibit 2.)

19 ///

20 ///

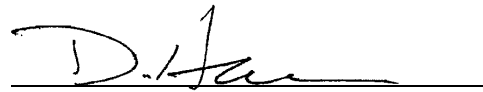
21 ///

1 **V. CONCLUSION**

2 Plaintiff submits that the proposed Settlement is in the best interests of the Class, as it is
3 fair, adequate, and reasonable. Under the applicable class action criteria and guidelines, the
4 proposed Settlement should be preliminarily approved by the Court, the Class should be
5 conditionally certified for purposes of settlement only, and the Notice should be approved.

6
7 Dated: May 11, 2022

JUSTICE LAW CORPORATION

8
9 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
John Bickford
Attorneys for Plaintiff

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

On May 11, 2022, I served the foregoing document described as

PROOF OF SERVICE