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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

LORENA RAMIREZ, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

COVENANT SURGICAL PARTNERS,
INC.; SALINAS ENDOSCOPY CENTER,
LLC; AND DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV000081

(Assigned to the Honorable Thomas W. Wills,
Dept. 15)

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

Date: December 8, 2023
Time: 8:30 a.m.
Dept.: 15

Complaint Filed: January 10, 2022
Trial Date: None

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

2 **PLEASE TAKE NOTICE** that, on December 8, 2023, at 8:30 a.m. before the Honorable
3 Thomas W. Wills, judge presiding in Department 15 of the above-referenced Court, located at
4 1200 Aguajito Road, Monterey, California 93940, Plaintiffs Lorena Ramirez and Teresa
5 Martinez (“Plaintiffs” or “Class Representatives”) will and hereby does seek an Order:

6 (1) granting final approval of the Joint Stipulation of Class and Representative Action
7 Settlement (“Agreement” or “Settlement Agreement”) in this matter;

8 (2) approving distribution of the settlement funds to the Class Members pursuant to
9 the terms of the Settlement Agreement;

10 (3) approving Plaintiffs’ request for a Service Payment of \$5,000.00 to each Class
11 Representative (totaling \$10,000.00) pursuant to the terms of the Settlement Agreement;

12 (4) approving Plaintiffs’ request for an award of attorneys’ fees to Class Counsel for
13 approximately one-third of the \$1,750,000.00 Gross Settlement Amount, or \$583,333.33, and
14 reimbursement of litigation costs of \$19,650.70 pursuant to the terms of the Settlement
15 Agreement;

16 (5) approving Plaintiffs’ request for payment of the settlement administration costs to
17 CPT Group in the amount of \$10,000.00 pursuant to the terms of the Settlement Agreement; and

18 (6) entering final judgment as to all members of the Class in this action.

19 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
20 provides for court approval of the settlement of a purported class action and allows the Court to
21 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
22 response, as shown by the lack of objections and nominal opts-out, there is no question that the
23 settlement is fair, reasonable, and adequate and thus should be granted final approval.

24 This Motion will be based on the attached Memorandum of Point and Authorities and the
25 supporting Declarations of B. James Fitzpatrick, Laura L. Franklin, Larry W. Lee, Kristen M.
26 Agnew, Nicholas Rosenthal, Plaintiff Lorena Ramirez, Plaintiff Teresa Martinez, and Veronica
27 Olivares of CPT Group, upon the oral arguments of counsel (should there be any), and on the
28

complete records and file herein.

DATED: November 14, 2023

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiffs, the Class, and Aggrieved
Employees

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1 **I. INTRODUCTION**

2 This is a wage and hour class and representative Private Attorneys General Act
3 (“PAGA”) action. Plaintiffs Lorena Ramirez and Teresa Martinez (“Class Representatives” or
4 “Plaintiffs”) worked as non-exempt employees for Defendants Covenant Surgical Partners, Inc.
5 and Salinas Endoscopy Center, LLC (“Defendants”). Plaintiffs allege that Defendants
6 implemented unlawful policies that resulted in missed or interrupted meal and rest periods, the
7 underpayment of hourly wages, and employees bearing the costs of work-related expenses. As a
8 result, Plaintiffs allege that they and putative class members are entitled to unpaid wages and
9 penalties. Defendants deny each, every, and all of the allegations of the Complaint.

10 Prior to the settlement of this action, Plaintiffs and Defendants (the “Parties”) engaged in
11 the exchange of discovery and a thorough study of the legal principles applicable to the claims
12 asserted against Defendants. Defendants produced the relevant payroll data for the Class. With
13 the assistance of an experienced mediator, the Parties were ultimately able to reach the current
14 settlement. The terms of the settlement provide that Defendants shall pay a Gross Settlement
15 Amount of \$1,750,000.00. On average, each Settlement Class Members will receive
16 approximately \$1,117.53. Significantly, the entire settlement amount is non-reversionary, such
17 that no monies will revert back to Defendants.

18 The Parties believe that this amount is fair, adequate, and reasonable, especially given the
19 risks and uncertainty of class certification and the merits of this case. Further, notice of the
20 settlement was provided to the class by CPT Group in the manner approved by the Court. Not a
21 single objection was received and only two (2) requests for exclusion from the Settlement were
22 submitted. Thus, there is a 99.74 % participation rate. Therefore, the Parties respectfully request
23 that the Court grant this Final Approval of Class Action Settlement.

24 **II. THE PAYMENTS TO THE SETTLEMENT CLASS & AGGRIEVED**
25 **EMPLOYEES**

26 The Settlement provides a Gross Settlement Amount of \$1,750,000.00. The entire Gross
27 Settlement Amount is non-reversionary, such that no monies will revert back to Defendants.
28 There are 771 Settlement Class Members. *See* Declaration of Veronica Olivares on behalf of

CPT Group (“CPT”) (“Admin Decl.”) ¶ 14.

The Net Settlement Amount is estimated to be \$1,077,015.97. *See* Admin. Decl. ¶ 15.

The Net Settlement Amount is based on the following:

Gross Settlement Amount	\$1,750,000.00
Less Class Counsel Fees	(\$583,333.33)
Less Class Counsel Costs	(\$19,650.70)
Less Enhancement Awards to Plaintiff Ramirez	(\$5,000.00)
Less Enhancement Awards to Plaintiff Martinez	(\$5,000.00)
Less LWDA Payment	(\$37,500.00)
Less Payment to Aggrieved Employees	(12,500.00)
<u>Less Settlement Administration Costs</u>	<u>(\$10,000.00)</u>
Net Settlement Amount	\$1,077,015.97

Pursuant to the terms of the Settlement Agreement, twenty percent (20%) of the Net Settlement Amount (\$215,403.19) will be allocated to Settlement Class Members who terminated employment with Defendants during the Class Period. *See* Admin. Decl. ¶ 15. There are a total of 469 Settlement Class Members who terminated employment during the Class Period and will receive the same dollar amount in distribution which is estimated to be \$459.28. *See id.* The remaining eighty percent 80% of the Net Settlement Amount (\$861,612.78) will be distributed to the entire Settlement Class. *See id.* Settlement Class Members will receive a proportionate share of the Net Settlement Amount, based on the total number of pay periods worked during the Class Period. There are 771 Settlement Class Members, with a total of 37,961 pay periods. *See id.* Based on estimated settlement calculations at this time, the estimated average payment to each Settlement Class Member will be \$1,117.53, and the highest payment to a Settlement Class Member is estimated to be \$6,014.79. *See id.*

The Net PAGA Penalty is \$12,500.00. *See* Admin. Decl. ¶ 16. Pursuant to the Settlement Agreement, the Aggrieved Employees will receive a proportionate share of the Net PAGA Penalty based on the number of pay periods worked during the PAGA Period. *See id.* All Class Members who are Aggrieved Employees, including individuals who requested exclusion from

1 the Settlement, will receive an Individual PAGA Payment. *See id.* Based on the estimated
2 calculations at this time, the average Individual PAGA Payment to each Aggrieved Employee is
3 estimated to be \$22.81 and the highest payment is estimated to be \$51.61. *See id.*

4 **III. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
5 **SETTLEMENT**

6 The notice procedures required by the Preliminary Approval Order have been followed
7 and satisfy all due process rights of Class Members. The Preliminary Approval Order
8 contemplated that the Notice of Proposed Class Action Settlement (the “Notice”), as approved in
9 the Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in
10 the Settlement Agreement. The Preliminary Approval Order contemplated, further, that CPT
11 Group would serve as the Settlement Administrator.

12 As clearly stated in the Administrator’s Declaration, notice was provided to Class
13 Members, as required by the Preliminary Approval Order. On July 27, 2023, the Settlement
14 Administrator received the Class List and Data from Defendants’ Counsel that included 770
15 Class Members. *See Admin Decl.* ¶ 5. On or about August 11, 2023, each of the persons
16 identified on the mailing list were sent the Notice Packet via first class mail. *See id.* at ¶ 7. As
17 part of the administration process, the Settlement Administrator has re-mailed Notice Packets to
18 ten (10) Class Members using newly updated addresses after performing a skip-trace using the
19 U.S. Postal Service National Change of Address Database, one of the most comprehensive
20 address databases available for skip tracing. *See id.* at ¶ 10. As of the date of this filing, eight (8)
21 Notice Packet remains undeliverable. *See id.* Further, the Notice Packet provided Class Members
22 with Class Counsel’s contact information, where they could further seek information regarding
23 the settlement, leave questions for the Settlement Administrator, and update their address. *See id.*
24 at ¶ 4, Exhibit A.¹

25
26
27 ¹ On October 12, 2023, CPT received notification from Class Counsel regarding three individuals
28 who were omitted from the Class List and Data. *See Admin. Decl.* ¶ 8. The total class size
increased from 770 to 773. *See id.* The three additional Class Members were mailed a Notice and
will have a 45-day response deadline of December 1, 2023, to submit disputes, requests for

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

11 Here, the Class Members were provided with a mailing regarding the settlement that
12 explained the settlement and allowed Class Members to seek information, ask questions, and
13 object, if so desired. As such, proper notice has been given to the Class Members. Thus, the
14 Court may proceed to determine the fairness and adequacy of the settlement and enter its Order
15 granting final approval, secure in the knowledge that all absent Class Members have been given
16 the opportunity to participate fully in the claims, exclusion, and the approval process.

17 **IV. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
18 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**
19

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

23 As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App.
24 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has
25 conducted sufficient discovery and the settlement is reasonable in light of the strengths of the
26 plaintiff’s claims. As discussed in the Motion for Preliminary Approval, Class Counsel have
27

28 _____
exclusion or object to the Settlement. *See id.*

1 conducted extensive formal and informal discovery and investigation and, in light of the strength
2 and weaknesses of Plaintiffs' claims, Class Counsel submits that this settlement is fair pursuant
3 to *Kullar*.

4 Without reiterating the Parties' showing that the Settlement Agreement and the
5 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for
6 Preliminary Approval, the Parties highlight the following facts. The Settlement Agreement was
7 the product of negotiation between highly able and experienced attorneys on both sides. *See*
8 Declaration of Kristen M. Agnew ("Agnew Decl.") ¶¶ 2, 7-12; Declaration of Laura L. Franklin
9 ("Franklin Decl.") ¶ 2-4; Declaration of B. James Fitzpatrick ("Fitzpatrick Decl.") ¶¶ 4, 5, 12;
10 Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 4-7; Declaration of Nicholas Rosenthal
11 ("Rosenthal Decl.") ¶¶ 3, 4. In addition, the resolution of this case was reached only after the
12 production of data relevant to the potential value of the claims. *See* Agnew Decl. ¶¶ 3, 4. Class
13 Counsel retained Econ One to review the payroll data and perform a comprehensive damage
14 analysis in preparation for mediation. *See id.* at ¶ 4. Based on Defendants' prior written
15 discovery responses, Econ One determined the total number of Class Members and Aggrieved
16 Employees, the number of meal and rest period eligible shifts worked during the Class Period
17 and PAGA Period, the number of pay periods in which non-discretionary incentive pay was
18 earned in the same workweek as overtime, sick pay and/or meal period premiums, the aggregate
19 amount of time lost due to the alleged rounding, the number of employees who separated
20 employment, and the average rate of pay for all employees. *See id.* Using the data provided by
21 Defendants, Class Counsel was able to calculate a range of potential damages and penalties. *See*
22 *id.* at ¶ 5. Class Counsel estimated that Defendants' maximum liability exposure is
23 approximately \$18,375,189. *See id.* Thus, in the present case, the Gross Settlement Amount is
24 approximately 9.52% of the maximum recovery of the class and representative PAGA claims.

25 The results after mailing of the Class Notice further support confirmation of the Court's
26 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
27 fact that ***there is not a single Class Member who has objected to the current settlement and***
28 ***only two (2) Class Members submitted a request to opt-out.*** *See* Admin. Decl. ¶¶ 11, 13. The

1 Court may appropriately infer that the class action settlement is fair, adequate, and reasonable
2 when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of*
3 *Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992); *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566,
4 577 (9th Cir. 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-
5 person class, representing 0.05% and 0.56% of the class, respectively); *Chun–Hoon v. McKee*
6 *Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16 of 329 class members opted
7 out, court found that positive class reaction “strongly supports settlement”). Here, the lack of any
8 objections and nominal opt-outs to this current settlement is an indication that Class Members
9 themselves view the settlement as fair, adequate, and reasonable.

10 **B. Under Well-Established Legal Principles, the Court Should Grant Final**
11 **Approval of the Settlement**

12 **1. Standard of Review**

13 On a motion for final approval of a class action settlement under California Code of Civil
14 Procedure section 382 and California Rule of Court 3.769, a court’s inquiry is whether the
15 settlement is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688
16 F.2d 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm’n*, 459 U.S. 1217
17 (1983). A settlement is fair, adequate, and reasonable, and therefore merits final approval, when
18 “the interests of the class are better served by the settlement than by further litigation.” *See*
19 *Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“*Manual*”).
20 The law favors settlement, particularly in class actions and other complex cases, where
21 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.
22 *See Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions* § 11.41 (4th ed. 2002);
23 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco*
24 *Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

25 Although the Court possesses “broad discretion” in determining that a proposed class
26 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
27 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
28

1 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and
2 adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court
3 should give due regard to what is otherwise a “private consensual agreement” between the
4 parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal.
5 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d*
6 *sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* § 21.6 at 309 (“The judicial role in reviewing
7 a proposed settlement is critical, but limited to approving the proposed settlement, disapproving
8 it, or imposing conditions on it. The judge cannot rewrite the agreement”).

9 A court’s approval of a class action settlement will only be reversed for a clear abuse of
10 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*
11 *Justice*, 688 F.2d at 626 (“reverse only upon a strong showing that the district court’s decision
12 was a clear abuse of discretion”); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993
13 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir.
14 1998) .As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

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

21 85 Cal. App. 4th 1135, 1146 (2000).

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

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

25 [A] presumption of fairness exists where: (1) the settlement is reached through
26 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
27 counsel and the court to act intelligently; (3) counsel is experienced in similar
28 litigation; and (4) the percentage of objectors is small.

Dunk, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at

1 1146; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash.*
2 *Pub Power Supply*, 720 F. Supp. at 1387.

3 The settlement in the case at bar warrants approval and carries a presumption of fairness.
4 As previously noted in the Motion for Preliminary Approval, this current settlement was
5 negotiated at arm's length. *See* Agnew Decl. ¶¶ 2-5. Furthermore, Class Counsel is highly
6 experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has
7 significant experience in class actions and employment wage and hour matters. *See id.* at ¶¶ 2, 7-
8 11; Franklin Decl. ¶ 3, 4; Fitzpatrick Decl. ¶ 12; Lee Decl. ¶¶ 4-7; Rosenthal Decl. ¶¶ 3, 4.

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

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

18 If Plaintiffs pursued this case without settlement and failed to prevail, Plaintiffs would
19 have been potentially responsible for Defendants' costs. As such, should any individual bring
20 individual claims against Defendants on the same causes of action, they would each face the
21 uncertainty of prevailing and the possibility of paying costs to Defendants. Accordingly, such
22 claims likely would not be brought—thus, this lawsuit achieves a true benefit for the class that
23 they might not otherwise get or seek as individuals. Here, given that a fair and reasonable
24 settlement has been reached, neither Plaintiffs, nor any of the Class Members will be required to
25 pay for Defendants' litigation costs.

26 The risks of this case were weighed by Class Counsel and should be considered a
27 significant factor by the Court in its determination of final approval. Class Counsel obtained a
28

1 very substantial settlement for the Class that resulted in a fair recovery which at the same time
2 provides for finality and no risk of costs by the Class Members or the Class Representative.

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

13 **4. The Complexity, Expense, and Likely Duration of Continued**
14 **Litigation Against Defendants Favor Final Approval**
15

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

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

(footnote omitted); *see also* 4 *Newberg* at § 11.41.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. *See* Agnew Decl. ¶ 6; Franklin Decl. ¶ 2; Fitzpatrick Decl. ¶ 5; Lee Decl. ¶ 2; Rosenthal Decl. ¶ 2. Similarly, counsel for Defendants are in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

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

V. THE REQUESTED SERVICE PAYMENTS SHOULD BE APPROVED

Plaintiffs have requested, and Defendants do not oppose, a Service Payment of Five Thousand Dollars (\$5,000.00) to each Class Representative, pursuant to the terms of the Settlement Agreement. Plaintiffs request that this Court approve such Service Payments in light of the efforts Plaintiffs put into this case, the absence of any objection to the Service Payments, and the excellent result achieved.

As shown in the supporting declarations, the Class Representatives spent a significant amount of time: (i) engaging in telephonic and in-person discussions with Class Counsel regarding the case; (ii) searching for documents relating to their claims, including pay records, policy manuals, and emails; (iii) reviewing various files and pleadings in this case, including the PAGA Notice, the Complaint, the First Amended Complaint and their declarations; and (iv) reviewing the Settlement Agreement. *See* Declaration of Lorena Ramirez (“Ramirez Decl.”) ¶ 9; Declaration of Teresa Martinez (“Martinez Decl.”) ¶ 9. The Class Representatives have continuously been kept apprised of the status of this case. *See* Ramirez Decl. ¶ 9; Martinez Decl. ¶ 9.

In addition to the invaluable services they provided, Plaintiffs also took a significant risk, both professionally and monetarily, in acting as Class Representatives. Because the claims

1 alleged by Plaintiffs involved the payment of costs to the prevailing party, Plaintiffs could have
2 possibly faced paying the costs of Defendants had they not prevailed in this action. *See* Ramirez
3 Decl. ¶ 11; Martinez Decl. ¶ 11. Moreover, Plaintiffs understood that an individual case would
4 have resolved much faster than a class action and involved much less financial risk than a class
5 action. *See* Ramirez Decl. ¶ 11; Martinez Decl. ¶ 11. Despite this, however, Plaintiffs agreed to
6 pursue this case on behalf of the Class. *See* Ramirez Decl. ¶ 11; Martinez Decl. ¶ 11.

7 Also, given that future employers are much less likely to hire individuals who have filed
8 suit against their prior employer, particularly cases of this nature, the Class Representatives
9 could face negative employment prospects in the future. The Class Representatives took such
10 risks upon themselves and the whole Class benefited from this. Class Members did not have to
11 file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor
12 did they have to face the potential for retaliation and not getting future employment had they
13 filed a lawsuit which is a public record. These are significant benefits, even apart from the time
14 the Class Representatives have spent working on this case, that weigh in favor of granting the
15 requested enhancement.

16 Finally, as part of the class settlement, Plaintiffs also agreed to give a general release of
17 their individual claims, something that the Class Members did not have to do. *See* Ramirez Decl.
18 ¶ 12; Martinez Decl. ¶ 12.² Thus, the Class Representatives have sacrificed their own individual
19 rights for those of the Class Members. This is a significant factor to take into account that further
20 warrants the award of the requested service amount.

21 Courts have routinely granted approval of settlements containing such enhancements. *See*
22 *e.g., Herrera v. Federal Express Corporation*, 2020 WL 2951122 at *7 (C.D. Cal. March 31,
23 2020) (noting that case law supports enhancements of \$10,000); *Potter v. Big Text Trailer*
24 *Manufacturing, Inc.*, 2020 WL 1942619 at *10 (C.D. Cal. March 20, 2020) (awarding \$10,000
25 enhancement where plaintiff spent 30-40 hours on the matter and entered into a general release);
26

27
28 ² However, the general release does not extend to any individual claim that Plaintiff Martinez
may assert against Defendants for whistleblower retaliation and wrongful termination in
violation of public policy. *See* SA at § C-32; Martinez Decl. ¶ 12.

1 *Smith v. Experian Information Solutions, Inc.*, 2020 WL 6689209 at *7 (C.D. Cal. Nov. 9, 2020);
2 *Aikhan v. Goodrich Corporation*, 2020 WL 49191382 at *9 (C.D. Cal. June 25, 2020); *Thomas*
3 *v. Cognizant Technology Solutions U.S. Corporation*, 2013 WL 12371622 at *9 (C.D. Cal. June
4 24, 2013; *Djukich v. AutoNation, Inc.*, 2015 WL 13756099 at *14 (C.D. Cal. Nov. 12, 2015).
5 Moreover, it should be noted that there were no objections by any members of the Class to the
6 proposed Enhancement Payments. For such reasons, the Class Representatives respectfully
7 request that this Court approve the award of the Enhancement Payments.

8 **VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

9 Class Counsel's application for an award of attorneys' fees in an amount of one-third
10 (33.33%) of the Gross Settlement Amount is fair and reasonable. Class Counsel has achieved an
11 excellent settlement in this litigation, as set forth in the Settlement Agreement and this Motion.
12 The proposed settlement provides substantial benefits to the Class and was reached after
13 aggressive investigation and litigation by Class Counsel. Furthermore, there have been no
14 objections filed against the Settlement or to Class Counsel's request for attorneys' fees in the
15 amount of \$583,333.33. As more fully detailed below, Class Counsel's request for attorneys'
16 fees is fair, reasonable, and adequate.

17 Class Counsel seeks a fee award calculated as approximately 33.33% of the Gross
18 Settlement Amount for the successful prosecution and resolution of this action. Recently, the
19 California Supreme Court issued a ruling regarding the award of attorney's fees in wage and
20 hour class action settlements. Under California law, the award of attorneys' fees in common fund
21 wage and hour class action settlements should start with the percentage method. *See Laffitte v.*
22 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and
23 state courts in holding that when class action litigation establishes a monetary fund for the
24 benefit of the class members, and the trial court in its equitable powers awards class counsel a
25 fee out of that fund, the court may determine the amount of a reasonable fee by choosing an
26 appropriate percentage of the fund created."). Under the percentage of the fund method, the
27 Court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v.*
28 *Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather than

1 by contract, the object is to set it at a level that will approximate what the market will set.... The
2 judge, in other words, is trying to mimic the market in legal services.”).

3 An award of 33.33% of the fund in attorneys’ fees mimics the marketplace as it “is
4 supported by the fact that typical contingency fee agreements provide that class counsel will
5 recover 33.33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v.*
6 *Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing
7 Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
8 *Competitive Fees*, 81 Wash U. L. Q. 653, 659 n. 11) (Fall 2003). Indeed, “empirical studies [that]
9 show that...fee awards in class actions average around one-third of the recovery.” *Chavez v.*
10 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

11 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3
12 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that
13 required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is
14 “extraordinarily high or low [should] the trial court [] consider whether the percentage method
15 should be adjusted so as to bring the imputed multiplier within a justifiable range.” *Id.* at 505.

16 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3
17 percent of the common fund is consistent with, and in the range of, awards in other class action
18 lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award
19 representing 33.33% of the Gross Settlement Amount clearly falls within that range, and is
20 consistent with other comprehensive surveys of class action settlements and fee awards. *See*
21 Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical
22 Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost
23 fee awards were between 25 percent and 35 percent, with almost no awards more than 35
24 percent.”); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study:*
25 *1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16 (2010) (independent studies of class
26 action litigation nationwide conclude that fees representing one-third of the total recovery is
27 consistent with market rates).

28 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,

1 is relevant to the... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
2 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
3 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Class
4 Notice specifically notified Class Members that Class Counsel would be seeking 33.33% of the
5 Gross Settlement Amount as attorneys’ fees. To date, no Class Member has objected to the
6 settlement. This strong favorable response also supports the requested fees.

7 In addition, it is recognized that one of the primary factors justifying an enhanced
8 attorney’s fees reward is the attendant risks inherent in the litigation. As observed in *City of*
9 *Detroit v. Grinnell Corp.*, 495 F. 2d 448, 470 (2d Cir. 1974):

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

15 Here, it is clear that a common fund of \$1,750,000.00 has been created as the entire amount is to
16 be paid out without any reversion. For Class Counsel, the fees here were wholly contingent in
17 nature and the case presented far more risk than the usual contingent fee case. Among the risks
18 was the cost inherent in class action litigation, as well as a potentially drawn-out battle with a
19 defendant that has retained premier defense counsel.

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

28 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar
cross-check is extraordinarily high or low, the trial court should consider whether the percentage
used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the

1 court is not necessarily required to make such an adjustment.” *Id.* (emphasis added). Thus, a
2 lodestar cross-check is aimed at astronomical multipliers. Indeed, cross-checks are not required;
3 in many cases, performing a cross-check “undermines” one of the primary reasons for using the
4 percentage method: aligning counsel’s incentives with the benefits delivered to the class and
5 discouraging protracted litigation. *Id.* at 506 (finding trial courts “retain the discretion to forgo a
6 lodestar cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees*
7 108 F.R.D. 237, 258 (1985); *Lealao*, 82 Cal. App. 4th 19, 29-30 (citing the recommendations of
8 the Third Circuit Task Force with approval and observing that “[t]he criticisms of the lodestar
9 approach set forth in this Report are now echoed by many authorities, who have been most vocal
10 about the manner in which it exacerbates the problem of ‘cheap settlements’ and burdens already
11 overworked trial judge.”).

12 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to
13 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,
14 *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52
15 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
16 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check). The intermediate court in
17 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed
18 a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82. The intermediate court opinion was
19 affirmed in full by the California Supreme Court in its new decision guiding lower courts on
20 assessing fees.

21 With respect to Class Counsel’s lodestar, to date, over 602.1 hours have been expended
22 by Class Counsel in this matter.³ *See* Agnew Decl. ¶ 13, Exhibit A; Fitzpatrick Decl. ¶ 6,
23 Exhibit A; Lee Decl. ¶ 8, Exhibit A; Rosenthal Decl. ¶ 5, Exhibit A. Moreover, Class Counsel
24 expects to incur additional hours of attorney time in finalizing this settlement. *See* Agnew Decl. ¶
25 13; Fitzpatrick Decl. ¶ 6; Rosenthal Decl. ¶ 5. Class Counsel each request an hourly rate of
26

27
28 ³ In addition to the time expended by the attorneys, there is approximately 66.8 hours of
paralegal time billed to the matter. *See* Fitzpatrick Decl. ¶ 6, Exhibit A. The hourly rate for
paralegals is \$185.00 per hour. *See id.* at ¶ 7.

1 \$595.00 per hour. *See* Agnew Decl. ¶ 14; Fitzpatrick Decl. ¶ 8; Lee Decl. ¶ 8; Rosenthal Decl. at
2 ¶ 6. The courts are quite liberal in the evidence required to prove an attorney's hours. Detailed
3 time records are not required. An attorney's testimony alone may suffice: "Testimony of an
4 attorney as to the number of hours worked on a particular case is sufficient evidence to support
5 an award of attorney fees, even in the absence of detailed time records." *Martino v. Denevi*, 182
6 Cal. App. 3d 553, 559 (1986).

7 Reasonable hours include, in addition to time spent during litigation, the time spent
8 before the action is filed, including time spent interviewing the clients, investigating the facts and
9 the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54,
10 62 (1980). Further, the fee award should include fees incurred to establish and defend the
11 attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. A reasonable
12 hourly rate is the prevailing rate charged by attorneys of similar skill and experience in the
13 relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). The court
14 may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill
15 and experience, the nature of the work performed, the relevant area of expertise and the
16 attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629,
17 632-33 (1998).

18 Here, Class Counsel's skill and experience justify the requested rate. As shown in the
19 supporting declarations, Class Counsel have significant experience in the area of employment
20 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
21 employees in employment matters, particularly wage and hour cases. *See* Agnew Decl. ¶¶ 7-11;
22 Franklin Decl. ¶ 3, 4; Fitzpatrick Decl. ¶ 12; Lee Decl. ¶¶ 4-7; Rosenthal Decl. ¶¶ 3, 4. As such,
23 based on the hours and applicable rate, the total lodestar to be expended by Class Counsel
24 through finalizing this settlement will be approximately \$358,249.50.

25 Once the court establishes the lodestar amount, it may enhance the fee award by a
26 multiplier in order to make an appropriate fee award. *Serrano III*, 20 Cal.3d at 48. The pertinent
27 factors include the difficulty of the questions involved and the skill in presenting them, the
28 contingent nature of the fee award, the extent to which the litigation precluded other

1 employment, and the percentage-of-the-fund the attorney would have received on the fair
2 market. *Id.*, *Lealao*, 82 Cal.App.4th at 49. However, this list is not exhaustive and the court can
3 consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal.4th
4 1122, 1139 (2001).

5 *Lealao* contains several factors justifying an enhancement based on the percentage-of-
6 the-benefit, namely, no objections by Class Members, commendable conduct by counsel, and
7 significant recoveries by Class Members, all of which were previously detailed above. *Lealao*,
8 82 Cal.App.4th at 51-53. As in *Lealao*, the Class was notified of the settlement and attorney's fee
9 with no objections. The extreme effort undertaken by counsel, as shown by their hours and the
10 significantly high amount of claims being paid out, shows commendable conduct.

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

16 The multiplier should be enhanced by the contingent nature of counsel's fee recovery.
17 The risks in taking on a class action case are enormous, not the least of which is time and effort.
18 Not only was there significant risk taken upon by Class Counsel, but their ability to obtain the
19 current settlement should be seen as quite commendable.

20 As explained previously, Defendants maintained that there were significant obstacles.
21 Thus, the risk involved in this case was quite significant for the Class Representatives and their
22 counsel, and in the face of such risks, the current settlement was still able to be obtained by Class
23 Counsel.

24 Here based upon Class Counsel's lodestar of \$358,249.50, the requested fees result in a
25 multiplier of 1.628 ($\$583,333.33$ (requested fees) $\div$ $\$358,249.50$ (lodestar amount)). This
26 demonstrates that the requested fees are reasonable and fair, particularly based on the factors
27 described above. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (Ct. App. 2001) (noting
28 that courts using the lodestar method to calculate attorney fees awards in class actions typically

1 apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS
2 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of
3 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8
4 F.Supp.3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a
5 multiplier of 2.52).

6 As such, the requested fee award is fair and reasonable, and should be awarded in its
7 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
8 ensure the successful litigation of this action on behalf of all Class Members. For such reasons,
9 Class Counsel's request for attorneys' fees in the amount of \$583,333.33 is fair, reasonable, and
10 adequate.

11 **VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
12 **OF COSTS**

13 The request for reimbursement of costs, in the amount of \$19,650.70 is fair and
14 reasonable. Pursuant to the terms of the Settlement Agreement, Plaintiffs are allowed to seek
15 reimbursement of litigation costs up to a maximum of \$25,000.00. To date, Class Counsel have
16 expended \$19,650.70 in litigation related costs. *See* Agnew Decl. ¶ 15, Exhibit B; Fitzpatrick
17 Decl. ¶ 11, Exhibit B. The authority for the court to award this is the Parties' Settlement
18 Agreement and Labor Code sections 226, 1194, 2802, and 2698 *et. seq.* As such, this request
19 should be approved.

20 **VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
21 **APPROVED**

22 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
23 Administrator, CPT Group, are to be paid out of the Gross Settlement Amount. In total, the
24 settlement administration costs total \$10,000.00. *See* Admin Decl. ¶ 18, Exhibit B. Thus,
25 settlement administration fees in the amount of \$10,000.00, as agreed to in the Settlement
26 Agreement, should be approved.

1 **IX. NOTICE HAS BEEN PROVIDED TO THE LWDA**

2 On July 19, 2023, Class Counsel uploaded the Court's Order Granting Preliminary
3 Approval to the LWDA's website. *See* Agnew Decl. ¶ 16. The LWDA has not responded or
4 objected to this settlement. On November 14, 2023, Class Counsel uploaded this Motion and
5 Proposed Order to the LWDA's website. *Id.* at ¶ 17.

6 **X. CONCLUSION**

7 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiffs
8 respectfully submit that the standards for final approval have been met, and the terms of the
9 Settlement Agreement are fair, adequate and reasonable. Accordingly, Plaintiffs respectfully
10 request that the Court enter an Order in the form proposed and submitted:

- 11 1. Granting final approval to the proposed Settlement Agreement;
- 12 2. Approving distribution of the Gross Settlement Amount pursuant to the terms of
13 the Settlement Agreement;
- 14 3. Approving the Class Representatives' request for a Service Payments with
15 payment pursuant to the terms of the Settlement Agreement;
- 16 4. Approving the Class Representatives' request for an award of the Class Counsel's
17 fees and litigation costs with payment pursuant to the terms of the Settlement Agreement;
- 18 5. Approving the Class Representatives' request for payment of the settlement
19 administration costs with payment pursuant to the terms of the Settlement Agreement;
- 20 6. Entering judgment as to all members of the Settlement Class in this action; and
21 Setting a Compliance Hearing date.

22 DATED: November 14, 2023

DIVERSITY LAW GROUP, P.C.

23
24 By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiffs, the Class, and Aggrieved
25 Employees
26
27
28

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On November 14, 2023, I served the following document(s) described as:

- 11 **1. PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL**
- 12 **APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF**
- 13 **POINTS AND AUTHORITIES IN SUPPORT**
- 14 **2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFFS'**
- 15 **MOTION FOR FINAL APPROVAL OF CLASS ACTION**
- 16 **SETTLEMENT**
- 17 **3. DECLARATION OF NICHOLAS ROSENTHAL IN SUPPORT OF**
- 18 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
- 19 **SETTLEMENT**
- 20 **4. DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF**
- 21 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
- 22 **SETTLEMENT**
- 23 **5. DECLARATION OF ALISON L. BAKER IN SUPPORT OF**
- 24 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
- 25 **SETTLEMENT**
- 26 **6. DECLARATION OF B. JAMES FITZPATRICK IN SUPPORT OF**
- 27 **PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION**
- 28 **SETTLEMENT**
- 7. [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL**
- APPROVAL OF CLASS ACTION SETTLEMENT**
- 8. DECLARATION OF VERONICA OLIVARES WITH RESPECT TO**
- NOTIFICATION AND SETTLEMENT ADMINISTRATION**

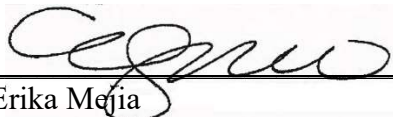
1 on the interested parties in this action as follows:

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9 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
10 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
11 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
12 the above-entitled case. The service transmission was reported as complete and a copy of the
13 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
14 in this office.

15 I declare under penalty of perjury under the laws of the State of California that the above
16 is true and correct. Executed on November 14, 2023, at Los Angeles, California.

17 
18 Erika Mejia