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*Attorneys for Plaintiffs, on behalf of the Class,
the State of California, and Aggrieved Employees*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LUZ GOMEZ and PHILIP HUGHES,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

4400 WE TECHNOLOGIES, INC. d/b/a
PATTERN JOBS; RADIAL, INC.; and METRO
AIR SERVICE, INC.

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

10/12/2023 1:09 PM

By: Gloria Portillo, DEPUTY

Case No. CIVSB2207056

Assigned to Hon. David Cohn

**DECLARATION OF CAROLYN HUNT
COTTRELL IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL AND MOTION FOR
ATTORNEYS' FEES, COSTS,
PLAINTIFFS' SERVICE ENHANCEMENT
PAYMENTS, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: November 7, 2023

Time: 9:00 a.m.

Dept.: S26

Date Action Filed: April 7, 2022

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1 *et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final
2 approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement);
3 *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, Jan. 18,
4 2023) (final approval of California wage and hour class action settlement); *Huddleston v. John*
5 *Christner Trucking, LLC* (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma,
6 October 31, 2022) (final approval of California and Oklahoma class and FLSA collective action
7 settlement where Plaintiff obtained class certification on behalf of misclassified truck drivers);
8 *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-SKx) (Central District of California,
9 May 19, 2022) (final approval of California class action and PAGA representative action settlement);
10 *Madrigal v. Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior
11 Court, May 18, 2022) (final approval of California class action and PAGA representative action
12 settlement); *Hazel v. Himagine Sols., Inc.*, Case No. RG20068159 (Alameda Co. Superior Court 2021)
13 (final approval of a California class action settlement for failure to pay for all hours worked, failure to
14 pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse
15 necessary business expenditures, waiting time penalties, and failure to provide itemized wage
16 statements); *Pine Manor Invs., LLC v. FPI Mgmt., Inc.*, Case No. 34-2018-00237315 (Sacramento Co.
17 Superior Court 2021) (final approval of a California class action settlement in action that alleged
18 improper billing for workers compensation charges by an apartment complex management company);
19 *Etcheverry v. Franciscan Health Sys.*, Case No. 3:19-cv-05261-RJB-MAT (W.D. Wash. 2021) (final
20 approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre v. J&L Cable*
21 *TV Servs., Inc.*, Case No. 1:18-cv-11499-MLW) (D. Mass 2021) (final approval of hybrid Fair Labor
22 Standards Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut*
23 *v. Sprint/United Mgmt. Co.*, Case No. 19-cv-411-WQH-AHG (S.D. Cal. 2021) (final approval of
24 hybrid Fair Labor Standards Act and California class action); *Diaz v. TAK Commc'ns CA, Inc.*, Case
25 No. RG20064706 (Alameda Co. Superior Court 2021) (final approval of hybrid Fair Labor Standards
26 Act and California class action); *Villafan v. Broadpectrum Downstream Servs., Inc.*, Case No. 3:18-
27 cv-06741-LB (N.D. Cal. 2021) (final approval of class and collective action settlement for failure to
28 pay minimum wages and overtime rates, failure to provide meal and rest breaks, failure to reimburse

1 business expenses, and failure to provide itemized wage statements); *Jones, et al. v. CertifiedSafety,*
2 *Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern District of California, June 1, 2020) (final
3 approval of hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota, Alaska,
4 and Ohio class action settlement for failure to pay for all hours worked, failure to provide meal and
5 rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized
6 wage statements); *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange Co. Superior
7 Court 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure
8 to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure
9 to provide itemized wage statements, under California law); *Soto v. O.C. Commc'ns, Inc.*, Case No.
10 3:17-cv-00251-VC (N.D. Cal. 2019) (final approval of a hybrid Fair Labor Standards Act and
11 California and Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N.*
12 *Gordon, Inc.*, Case No. 34-2017-00223592 (Sacramento Co. Superior Court) (final approval of a class
13 action settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages,
14 failure to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage
15 statements, under California law); *Van Liew v. North Star Emergency Servs., Inc.*, Case No.
16 RG17876878 (Alameda Co. Superior Court) (final approval of a class action settlement for failure to
17 pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest
18 breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure to
19 provide itemized wage statements, under federal law); *Asalati v. Intel Corp.*, Case No. 16cv302615
20 (Santa Clara Co. Superior Court) (final approval of a class and collective action settlement for failure
21 to pay for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to
22 reimburse for necessary business expenditures, failure to adhere to California record keeping
23 requirements, waiting time penalties, and failure to provide itemized wage statements, under federal
24 and California law); *Harmon v. Diamond Wireless, LLC*, Case No. 34-2012-00118898 (Sacramento
25 Co. Superior Court) (final approval of a class action settlement for failure to pay wages free and clear,
26 failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay
27 full wages when due, failure to adhere to California record keeping requirements, and failure to
28 provide adequate seating, under California law); *Aguilar v. Hall AG Enters., Inc.*, Case No. BCV-16-

1 10994-DRL (Kern Co. Superior Court) (final approval of a class action settlement for failure to provide
2 meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and overtime
3 wages, waiting time penalties, failure to provide itemized wage statements, and failure to pay
4 undiscounted wages, under California law); *Viceral and Krueger v. Mistras Grp., Inc.*, Case No. 3:15-
5 cv-02198-EMC (N.D. Cal.) (final approval of a class and collective action settlement for failure to
6 compensate for all hours worked, including overtime, under federal and California law); *Jeter-Polk v.*
7 *Casual Male Store, LLC*, Case No. 5:14-CV-00891 (C.D. Cal.) (final approval of a class action
8 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked,
9 failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide
10 itemized wage statements); *Meza v. S.S. Skikos, Inc.*, Case No. 15-cv-01889-TEH (N.D. Cal.) (final
11 approval of class and collective action settlement for failure to compensate for all hours worked,
12 including overtime, under federal and California law, failure to provide meal and rest breaks, failure
13 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure
14 to provide accurate itemized wage statements); *Holmes v. Xpress Global Sys., Inc.*, Case No. 34-2015-
15 00180822 (Sacramento Co. Superior Court) (final approval of a class action settlement for failure to
16 provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud v.*
17 *Sprint Nextel Corp.*, Case No. 3:13-cv-04357-VC (N.D. Cal.) (final approval of a class and collective
18 action settlement for failure to compensate for all hours worked, including overtime, failure to provide
19 meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages
20 upon termination to, and failure to provide accurate itemized wage statements); *Molina v. Railworks*
21 *Track Sys., Inc.*, Case No. BCV-15-10135 (Kern Co. Superior Court) (final approval of a class action
22 settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clocker
23 work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage
24 statements); *Allen v. County of Monterey*, Case No. 5:13-cv-01659 (N.D. Cal.) (settlement between
25 FLSA Plaintiffs and Defendant to provide relief to affected employees); among many others.

26 10. Judge Gregory K. Frizzell of the United States District Court for the Northern District
27 of Oklahoma recently praised the skill of this litigation team as class action litigators in *Huddleston v.*
28 *John Christner Trucking, LLC* (N.D. Okla., No. 4:17-cv-00549-GKF-CDL, October 31, 2022, ECF

1 285). At final approval, Judge Frizzell found that “Class Counsel have extensive experience,
2 reputation, and ability that propelled the excellent result obtained for the Class Members” and
3 that, prior to settlement, “Class Counsel successfully certified three groups of class members on
4 distinct theories of liability, representing significant novelty and difficulty and requiring
5 substantial skill.” Judge William Q. Hayes of the United States District Court for the Southern District
6 of California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*,
7 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *18 (S.D. Cal. Aug. 5, 2021). Judge Hayes
8 found that “Class Counsel has significant experience in class action and wage and hour litigation and
9 has demonstrated significant skill during this contentious litigation.” In awarding a one-third fee
10 award, Judge Hayes held that was justified by “the excellent results obtained, the substantial risk borne
11 by Class Counsel in litigating this matter, [and] the high degree of skill and quality of work
12 performed.”

13 11. Nearly my entire legal career has been devoted to advocating for the rights of
14 individuals who have been subjected to illegal pay policies, discrimination, harassment, and retaliation
15 and representing employees in wage and hour and discrimination class actions. I have litigated
16 hundreds of wage and hour, employment discrimination, and civil rights actions, and I manage many
17 of the firm’s current cases in these areas.

18 12. I am a member of the State Bar of California, and have had memberships with Public
19 Justice, the National Employment Lawyers Association, the California Employment Lawyers
20 Association, and the Consumer Attorneys of California. I served on the Board of Directors for the San
21 Francisco Trial Lawyers Association and co-chaired its Women’s Caucus. I was named one of the
22 “Top Women Litigators for 2010” by the Daily Journal. In 2012, I was nominated for Woman Trial
23 Lawyer of the Year by the Consumer Attorneys of California. I have been selected as a Super Lawyer
24 every year since 2014. I earned my Bachelor’s degree from the University of California, and I am a
25 graduate of the University of the Pacific, McGeorge School of Law.
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1 **SUMMARY OF THE LITIGATION**

2 ***Procedural History***

3 13. This is a Class and PAGA Action in which Plaintiffs assert claims for: (1) failure to
4 pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4)
5 failure to authorize and permit and/or make available meal and rest periods; (5) failure to reimburse
6 for necessary business expenses; (6) failure to provide accurate itemized wage statements; (7) waiting
7 time penalties; (8) unlawful business practices; (9) failure to provide paid sick days; and (10) penalties
8 pursuant to the Private Attorney's General Act ("PAGA").

9 14. On February 14, 2022, Plaintiff Gomez filed her putative class action lawsuit against
10 Defendants Pattern and Radial in the United States District Court for the Central District of California
11 ("*Gomez I*"), Case No. 5:22-cv-00283 JGB (SPx).

12 15. On April 6, 2022, Plaintiff Gomez filed a separate PAGA-only representative action
13 against Defendants Pattern and Radial in this Court ("*Gomez II*").

14 ***Discovery and Mediation***

15 16. Following substantial meet and confer efforts, the Parties agreed to participate in a
16 global mediation before David A. Rotman, who has extensive experience in labor and employment
17 litigation.

18 17. In the lead-up to the mediation, the Parties engaged in informal mediation discovery
19 during which Defendants produced a significant volume of documents and information. The
20 production included hundreds of pages of documents relating to Defendants' policies, practices, and
21 procedures regarding their wage and hour practices, including timekeeping and compensation policies,
22 meal and rest periods policies, meal premiums paid, and payroll and operational policies. The
23 production also included putative class members' time-punch data (clock-in and clock-out times) and
24 payroll information, employee handbooks, policies applicable to hourly non-exempt employees, and
25 job descriptions.

26 18. On June 1, 2022, the Parties participated in the full day mediation session with David
27 A. Rotman. The Parties were not able to resolve their disputes at the mediation.

19. Following mediation, the Parties engaged in informal settlement discussions for several months while continuing to litigate the lawsuits.

Settlement

20. On October 20, 2022, the Parties agreed to key terms of the Settlement, which were memorialized in a Memorandum of Understanding, signed by all parties on December 11, 2022. The Parties executed the long-form Settlement Agreement on March 9, 2023.

21. The basic terms of the Settlement are as follows: (1) the Gross Settlement Amount is \$1,900,00.00; (2) no portion of the Gross Settlement Amount will revert to Defendants; (3) a Net Settlement Amount of \$1,156,384.97 will be available for distribution to Participating Individuals; (4) Plaintiffs request Service Enhancement Payments of \$10,000.00 each (or \$20,000.00 total); (5) a sum of \$50,000.00 is allocated for PAGA penalties (\$12,500.00 of which is payable to the Aggrieved Employees and \$37,500.00 of which is payable to the LWDA); (6) Settlement Administrator will be reimbursed for costs and expenses in the amount of \$23,923.00; (7) one-third of the Gross Settlement Amount, or \$633,333.33, will be allocated for attorneys' fees; and (8) Class Counsel will be reimbursed for actual costs in the amount of \$28,858.70.

22. The Net Settlement Amount is calculated by subtracting Court-approved attorney's fees and costs to Class Counsel, Settlement Administration Costs, the Class Representative's Service Enhancement Payments, and the portion of the PAGA Award allocated to the LWDA from the Gross Settlement Amount.

23. The Effective Date of the Settlement will occur on the later of: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; (c) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Court's Judgment; or (d) the date on which the Courts in the Gomez Federal Action and Hughes State Action have both approved dismissals of those actions. 45 calendar days thereafter, ILYM will calculate payroll taxes, prepare tax reporting documents, mail individual settlement payments to the Participating Individuals, facilitate payment to the LWDA for its share of PAGA penalties, pay the Service Awards to the Class Representatives, and pay fees and costs to Class Counsel pursuant to the final implementation schedule. Class Members do

1 not have to submit a claim form to receive an award under the Settlement, and Settlement checks will
2 be negotiable for 180 days following issuance. If, at the conclusion of the 180-day check cashing
3 period, funds remain from uncashed checks, then the amount will revert to Legal Aid at work as a cy
4 pres recipient.

5 24. Individual Class Payments are calculated by: (a) dividing the Net Settlement Amount
6 by the total number of workweeks worked by all participating class members during the Class Period,
7 and (b) multiplying the result by the total workweeks worked by each participating class member
8 during the Class Period. 100% of each participating class member's individual class payment will be
9 allocated as interest and penalties.

10 25. The Settlement Class consists of all individuals engaged by Pattern as independent
11 contractors and/or non-exempt employees in the State of California, including those who performed
12 services for Radial, Metro, or those assigned to work at a facility operated by Radial or Metro, or at
13 any other facility in California, from December 9, 2017, through July 21, 2023 ("Class Period"). The
14 Aggrieved Employees are all individuals engaged by Pattern as independent contractors or non-
15 exempt employees in the State of California, including those who performed services for Radial,
16 Metro, or those assigned to work at a facility operated by Radial or Metro, or at any other facility in
17 California, from October 5, 2020, through July 21, 2023 ("PAGA Period").

18 26. Upon the Effective Date of the Settlement, Plaintiffs will be deemed to have fully
19 released Defendants for all claims that arise from Plaintiffs' employment with Defendants, Settlement
20 Class Members will be deemed to have fully released Defendants for all claims that were or could
21 have been asserted in connection with any matter set forth in the operative complaints, and Plaintiffs,
22 on behalf of Aggrieved Employees and the State of California, release all claims pursuant to PAGA
23 that were or could have been alleged in the operative complaints.

24 27. Pursuant to the terms of the Settlement, on April 10, 2023, the Parties filed a joint
25 stipulation to file a First Amended Complaint ("FAC") in *Gomez II*, which added Philip Hughes as a
26 plaintiff to this case, added Metro as a defendant, and consolidates the claims alleged in the *Hughes*
27 action, *Gomez I*, and *Gomez II*. The Court's May 10, 2023, Order granted Gomez leave to amend and
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1 the amended consolidated complaint was deemed filed on the same day. Plaintiffs also filed the First
2 Amended Complaint with the Court on May 15, 2023.

3 28. On May 3, 2023, following the filing of the consolidated FAC, the *Hughes* action was
4 dismissed without prejudice.

5 ***Preliminary Approval***

6 29. On June 13, 2023, Plaintiffs filed their Motion for Preliminary Approval of the Class
7 Action Settlement, which the Court granted on July 21, 2023.

8 30. In its July 21, 2023 Order, the Court preliminarily certified the action as a class action.
9 The Court preliminarily certified Plaintiffs as class representatives and SWCK and The Law Offices
10 of Buchsbaum & HAAG, LLP (“B&H”) B&H as Class Counsel. The Court also designated ILYM
11 Group, Inc. (“ILYM”) as the third-party Settlement Administrator and approved as to form and content
12 the Settlement Notice.

13 ***Settlement Notice***

14 31. The parties agreed on a finalized Class Notice, which informs Class
15 Members/Aggrieved Employees of: (1) the dollar amounts of any Individual Class Payment and/or
16 Individual PAGA Payment payable to the Class Member/Aggrieved Employee and how such amounts
17 were calculated; (2) the number of Workweeks and/or PAGA Pay Periods used to calculate these
18 amounts; (3) information on the requested attorneys’ fees and costs, Plaintiffs’ service enhancement
19 payments, and settlement administration costs; (4) a description of the case and proposed Settlement;
20 (5) how Class Members can receive payment under the Settlement or exercise their right to opt-out,
21 object, or dispute their workweeks; and (6) the identity of Class Counsel.

22 32. The Final Approval Hearing is currently set for November 7, 2023, at 9:00 a.m.

23 33. Following an order by this Court on the pending motions, the parties and Settlement
24 Administrator will execute the final steps of the settlement process, including sending individual
25 checks to all Class Members for their Settlement Awards.

26 **FINAL APPROVAL**

27 34. Class Counsel investigated the applicable law and facts and extensively analyzed the
28 potential damages the Class may recover following the exchange of voluminous documents and

1 information with Defendant. Class Counsel premised their liability and damages evaluation on a
2 careful and extensive analysis of the effects of Defendant's compensation policies and practices on
3 Class Members' pay. Further, the Settlement was reached after numerous arm's-length settlement
4 discussions between Class Counsel and Defendant's counsel. These negotiations included extensive
5 communications between Class Counsel and Defendant's Counsel and a mediation conference
6 supervised by an experienced and respected mediator. During these negotiations, Class Counsel
7 investigated the applicable law and facts and extensively analyzed the potential damages the Class
8 may recover following the exchange of voluminous documents and information with Defendant.

9 35. At mediation, the parties engaged in an intensive discussion regarding their evaluations
10 of the *Hughes* and *Gomez I and II* cases, including the evaluation of the merits, risks, costs and delays
11 of further litigation, the risks of the parties proceeding with class certification, procedural challenges,
12 Defendants' ability to pay, and estimated exposure at issue. During settlement discussions, the parties
13 conducted these negotiations at arm's length in an adversarial position. Accordingly, the settlement
14 was agreed upon following arm's-length negotiations and an extensive review of the facts and law.

15 36. In reaching the proposed Settlement, Class Counsel also relied on their substantial
16 litigation experience in similar wage-and-hour class actions.

17 37. Class Counsel are experienced and respected class action litigators. Based on their
18 knowledge and expertise in this area of law, and in light of Defendants' financial difficulties and
19 limited ability to pay a class-wide settlement, Class Counsel believes this Settlement provides a
20 substantial benefit to the Class Members and Aggrieved Employees.

21 38. If this case were to go to trial as a class action, it would require substantial additional
22 preparation and discovery and ultimately would involve the depositions of Plaintiffs, managerial
23 employees and experts, the presentation of witnesses at trial, as well as the consideration, preparation,
24 and presentation of voluminous documentary evidence and the preparation and analysis of expert
25 reports. In contrast to the risk and uncertainty of continued litigation, the Settlement will yield a
26 prompt, certain, and substantial recovery for the employees. Such a result will benefit the parties and
27 the court system.

1 39. Plaintiffs would face other significant risks if the litigation were to proceed to trial. For
2 example, Plaintiffs would not only face defenses as to the merits of their claims but face considerable
3 challenges in preparing their Motion for Class Certification. The putative Class/Aggrieved Employees
4 Plaintiffs seek to represent encompass a disparate group of both employees and contractors, who work
5 at different positions, in different California locations for different defendants, in varying work
6 environments, and under numerous managers and supervisors. Plaintiffs and Class Counsel recognized
7 that all of these issues increase the risk of denial of certification or a dismissal of Plaintiffs' PAGA
8 representative claims.

9 40. The Motion for Class Certification would also require extensive investigation and
10 outreach efforts by Class Counsel to obtain supporting evidence and would be vigorously contested
11 by Defendants with significant risk of denial. For instance, although Plaintiffs believe that they would
12 have prevailed on their misclassification claim, they recognized the risk that a factfinder could have
13 found for Defendants on the misclassification claim pursuant to the *Dynamex* "ABC Test."
14 Additionally, Plaintiffs' other claims regarding wage payments, including minimum wages and
15 overtime, meal and rest breaks violations, waiting time penalties and wage statements rise and fall
16 with Plaintiffs' misclassification claims. Plaintiffs faced the risk of recovering nothing at all if they
17 were unable to prove the underlying misclassification claims.

18 41. Even assuming that the motion is granted, Plaintiffs would then have to establish Class-
19 wide liability and prove up various issues regarding damages and penalties. Liability and damages
20 issues have been vigorously disputed by Defendants. Obtaining class certification, establishing
21 liability, and proving damages would likely take years, and would necessitate expert witness testimony
22 and significant additional litigation. While Plaintiffs believe that they would prevail on these issues
23 and others, they recognize the risk that a factfinder may find for Defendants on one or more of these
24 issues and or find damages to be significantly less than what Plaintiffs claim.

25 42. Plaintiffs would also likely need to move for and defend against motions for summary
26 judgment or adjudication and would have been further required to take their claims to trial. Trials are
27 inherently risky for all parties. Although Plaintiffs believe they could have been successful in proving
28 these claims, and that Defendants' evidence would not have been as persuasive, a trial on

1 misclassification claims would have carried a high degree of risk. After all, Defendants, represented
2 by experienced employment lawyers, raised many of the above arguments, and more, in mediation
3 and would have done so in continued litigation. Despite Plaintiffs' confidence in their ability to prove
4 their claims on a class-wide basis, any of the defenses, if decided in Defendants' favor, could have
5 reduced or even eliminated any potential damages award. Given all these risks, Class Counsel believes
6 that this Settlement is reasonable, and indeed excellent, based on the strength of the claims, the size
7 of the group of Class Members, and the risks of going to trial.

8 43. In contrast to the risk and uncertainty of continued litigation, the Settlement will yield
9 a prompt, certain, and substantial recovery for the employees. Such a result will benefit the parties and
10 the court system.

11 44. The reasonableness of the Settlement is further underscored by the fact that it is
12 anticipated Defendants will assert legal and factual grounds to defend this action. Defendants take the
13 position that this case is not suitable for class or representative treatment and that they fully complied
14 with their obligations under the California Labor Code. Defendants further contend that Class
15 Members were properly classified as independent contractors under the *Dynamex* test. These defenses
16 must be accounted for when considering the reasonableness of the Settlement.

17 45. Additionally, Plaintiffs' derivative claims regarding waiting time penalties, accurate
18 records, and wage statements rise and fall with Plaintiffs' other wage payment claims. While Plaintiffs
19 believe they would prevail on these issues, they recognize the risk that a fact finder may find for
20 Defendants on one or more issues and may find damages to be significantly less than what Plaintiffs
21 claim. For example, Defendants would likely argue that no penalties for waiting-time violations can
22 be awarded unless the failure to pay wages is "willful," an element that Plaintiffs acknowledge would
23 have been difficult to prove given Defendants' policies and enforcement.

24 46. Plaintiffs also faced the risk of Defendants' potential inability to pay a class-wide
25 settlement. Here, the fairness of the Settlement is further underscored by the risk that Pattern would
26 likely not be able to pay a class-wide settlement or judgment in the near future. Plaintiffs investigated
27 Patterns' ability to pay a settlement and concluded, based on their expert's analysis, that Pattern faced
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1 significant financial constraints, which impaired its ability to pay a settlement greater than what they
2 agreed to in this case.

3 47. Therefore, Plaintiffs determined that this litigation is well-suited for settlement
4 recognizing the potential risk, expense, and complexity posed by litigation, such as unfavorable
5 decisions on class certification and PAGA manageability, summary judgment, at trial and/or on the
6 damages awarded; Defendants' limited ability to pay; and/or an appeal that can take several years to
7 litigate.

8 48. A review of the Settlement also reveals the fairness of its terms. The Net Settlement
9 Amount of \$1,156,384.97, derived from a Gross Settlement Amount of \$1,900,00.00 results in fair
10 and just relief to the Participating Individuals. This amount provides an average recovery of \$500.39
11 per Class Member/Aggrieved Employee.

12 49. The result is not only within the reasonable standard, but is quite reasonable when
13 considering the difficulty and risks presented by continuing this litigation.

14 50. The Settlement represents 23.8% of Defendant's total potential exposure of
15 \$7,991,719.75 owed to the Class for substantive California law violations. When adding derivative
16 claims and potential PAGA penalties, the \$1,900,000.00 settlement allocation represents
17 approximately 10.4% of Defendant's total potential exposure of \$18,252,223.23. This amount is
18 inclusive of Plaintiffs' claims for unpaid wages, meal and rest breaks, expense reimbursements, as
19 well as derivative claims for wage statements and waiting time penalties and PAGA penalties.

20 51. Further, the PAGA allocation of \$50,000.00 represents 2.6% of the Gross Settlement
21 Amount. The allocation is reasonable given the risks associated with recovering PAGA penalties.
22 Plaintiffs' PAGA claims are premised on the same underlying wage claims, and thus subject to the
23 same defenses on the merits.

24 52. Class Counsel estimated the value of Plaintiffs' claim for misclassification at
25 approximately \$7 million, assuming Plaintiffs and the Class fully prevail on their misclassification
26 claim, and could recover a \$5,000 penalty for each misclassified Class Member. Further, Class
27 Counsel estimated an additional approximately \$6.8 million in penalties should Plaintiffs and the Class
28 also fully prevail on their claims for wage statement and waiting time penalties. Finally, Class Counsel

1 estimated approximately \$1.8 million in interest should Plaintiffs and Class Counsel prevail on all
2 their claims. Thus, approximately \$15.6 million of Defendants' total exposure are estimated penalties
3 and interest.

4 53. Assuming success on the misclassification claim, Class Counsel estimated damages for
5 the overtime and meal and rest break claims of \$2.6 million. Class Counsel determined that Plaintiffs
6 and the Class can prove up to fifteen minutes of unpaid overtime per shift, and can prove up to five
7 missed meal and rest periods per week for each Class Member. Class Counsel estimated approximately
8 \$2.6 million in damages should Plaintiff and the Class fully further prevail on their claims for unpaid
9 overtime and non-compliant meal and rest breaks.

10 **PLAINTIFFS' SERVICE ENHANCEMENT PAYMENTS**

11 54. Plaintiffs request service enhancement payments in the amount of \$10,000.00 each (or
12 \$20,000.00 total) for the critical roles they played in this litigation as Class Representatives, and for
13 the time, effort, and risks they undertook in securing the result for the class members.

14 55. Plaintiffs provided extensive information and documents, including but not limited to
15 wage statements and correspondence to and from Defendants in anticipation of discovery and in
16 preparation for mediation. They also assisted Class Counsel in their preparation for mediation and
17 answered Class Counsel's questions in developing Plaintiffs' position for mediation. Plaintiffs have
18 also taken part in the Settlement decision, agreed to a broader release, and remained apprised of the
19 case at all times during litigation. Plaintiffs took the significant risk of coming forward to represent
20 the interests of their fellow employees. They have subjected themselves to risk with regard to future
21 employment opportunities and their reputation in the community by their participation in this action.
22 Their service as the named Plaintiffs in a wage and hour class action lawsuit may be discerned by
23 potential employers and members of the community, creating a very real risk of future repercussions,
24 particularly with respect to future job opportunities.

25 56. As a result of Plaintiffs' effort and willingness to step forward, the Class Members will
26 receive significant recoveries if the Court finally approves the Settlement. On the other hand, if
27 Plaintiffs did not serve as Class Representatives or assist in the prosecution of this case, the matter
28 likely would not have been brought. The Class Members would not be getting any recovery, and

1 Defendant's alleged conduct would have gone unchecked. Plaintiffs have committed their time to this
2 case and assumed significant risk to obtain the favorable result.

3 57. Payment to the Plaintiffs in the amount of \$10,000.00 each is reasonable considering
4 the effort they made and the risk they took in filing and prosecuting this action to obtain this
5 Settlement.

6 58. Defendant does not oppose this request, nor does the Class as there were no objections
7 to the Settlement. Therefore, payment to Plaintiffs in the amount of \$10,000.00 each is reasonable.

8 **ATTORNEYS' FEES AND COSTS**

9 59. The excellent result achieved by this Settlement did not come without extensive effort,
10 skill, and substantial risk undertaken by Class Counsel. Absent the Settlement, Plaintiffs and Class
11 Members would face considerable risk in challenging Defendant's affirmative defenses, preparing for
12 class certification, and proving their claims on the merits.

13 60. For their efforts, and the substantial risk they undertook, in obtaining this Settlement
14 and monetary compensation to Class Members, Class Counsel seeks an award of one-third of the Gross
15 Settlement Amount, or \$633,333.33, as well as reasonable litigation expenses in the amount of
16 \$28,858.70.

17 61. These fees and costs are warranted under the law and within the range commonly
18 awarded in similar cases.

19 62. Here, there was no guarantee of compensation or reimbursement. Rather, Class
20 Counsel have undertaken all the risks of this litigation on a completely contingency fee basis. In the
21 *Wal-Mart v. Dukes* era—a decision that does not eliminate employment class actions, but which
22 nonetheless underscores the difficulties and uncertainties in prevailing—the risks inherent in litigating
23 large, employment class actions are great. Even a favorable ruling on class certification faces a
24 significant risk of reversal by an appellate court. The inherent risk of proving liability and damages on
25 a Class-wide basis and Defendants' representation by skillful counsel confront Class Counsel with the
26 prospect of recovering nothing or close to nothing for their commitment to and investment in the case.

27 63. Nevertheless, Plaintiffs and Class Counsel committed themselves to developing and
28 pressing Plaintiffs' legal claims to enforce the employees' rights and maximize the Class recovery. As

1 Class Members will receive a significant payment if the Settlement is approved, Class Counsel seeks
2 a reasonable fee award for their efforts and the risk they have assumed.

3 64. Attorneys who litigate on a wholly or partially contingent basis expect to receive
4 significantly higher hourly rates in cases where compensation is contingent on success, particularly in
5 hard-fought cases like the case at bar where the result is uncertain. This does not result in any windfall
6 or undue bonus. In the legal marketplace, a lawyer who assumes a significant financial risk on behalf
7 of a client rightfully expects that his or her compensation will be significantly greater than if no risk
8 was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the risk, the greater
9 the “enhancement.” Adjusting court-awarded fees upward in contingent fee cases to reflect the risk of
10 recovering no compensation whatsoever for hundreds of hours of labor simply makes those fee awards
11 consistent with the legal marketplace, and in so doing, helps to ensure that meritorious cases will be
12 brought to enforce important public interest policies and that clients who have meritorious claims will
13 be better able to obtain qualified counsel.

14 65. This commitment and the risks involved are precisely the reasons for multipliers in
15 contingency fee cases. As class members will receive a significant payment if the Settlement is
16 approved, Class Counsel seek a reasonable fee award for their efforts and the risks they assumed.

17 66. These factors further support Class Counsel’s fee request, which is 86.5% of the total
18 aggregate lodestar for all Class Counsel of \$731,605.00 based on 988.5 hours.

19 ***SWCK’s Lodestar***

20 67. As of October 8, 2023, SWCK has devoted approximately 802.5 hours of attorney and
21 staff time to this case for a current lodestar of \$620,935.00. (See **Exhibit A**). I am informed that B&H’s
22 lodestar is currently estimated at \$110,670.00 based on 186 hours of attorney and staff time. Class
23 Counsels’ aggregate lodestar will increase as a result of preparation for and attendance at the Final
24 Approval Hearing and settlement administration process.

25 68. A summary of the total number of hours SWCK completed in this case, broken down
26 by project, is attached as **Exhibit A**.

27 69. All of the above work was reasonable and necessary to the effective representation of
28 the Class Members.

1 70. SWCK’s hourly rates in this case are \$250-\$270 for clerical staff, \$250-\$500 for law
2 clerks/paralegals, \$775-\$985 for Of Counsel/Associates, and \$1,155-\$1,295 for Partners. These hourly
3 rates are the usual and customary billing rates for wage and hour class actions. They are comparable
4 to, or less than, those charged by other class action plaintiffs’ counsel and the firms defending class
5 actions and numerous federal and state courts have approved them. These rates are also reasonable
6 given Class Counsel’s demonstrated skill, experience, and reputation in class action litigation.

7 71. In *Huddleston v. John Christner Trucking LLC*, No. 4:17-cv-00549-GKF-CDL, ECF
8 285 at 2 (N.D. Okla. 2022)., District Judge Gregory K. Frizzell held that Class Counsel’s litigation
9 team, led by Carolyn Hunt Cottrell, has “extensive experience, reputation, and ability that propelled
10 the excellent result obtained for the Class Members” and, prior to settlement, “successfully certified
11 three groups of class members on distinct theories of liability, representing significant novelty and
12 difficulty and requiring substantial skill.” *Huddleston* (N.D. Okla.) No. 4:17-cv-00549-GKF-CDL at
13 ECF 285. Moreover, In *Amaraut v. Sprint/United Mgmt. Co.* (S.D. Cal. Aug. 5, 2021) 2021 WL
14 3419232, 2021 U.S. Dist. LEXIS 147176, at *20, Judge William Q. Hayes of the United States District
15 Court for the Southern District of California recently held that “the hourly rates of Schneider Wallace
16 Cottrell Konecky LLP ... are reasonable, and that the estimated hours expended are reasonable.” Judge
17 Hayes found that the “[t]wenty-five attorneys and paralegals from SWCK spent 1,707.90 hours on
18 [the] case, with billing rates ranging from \$300 to \$450 for the paralegals and \$680 to \$1,005 for the
19 attorneys” had “significant experience in class action and wage and hour litigation and has
20 demonstrated significant skill during this contentious litigation.”

21 72. A cross-check of Class Counsel’s aggregate lodestar confirms that a fee award of one-
22 third of the \$1,900,000.00 Gross Settlement Amount is a more than reasonable and fair payment. Such
23 a fee request is also unopposed.

24 73. Class Counsel also requests reimbursement of their actual out-of-pocket expenses
25 incurred in prosecuting this action, in the amount of \$28,858.70. To date, SWCK’s out-of-pocket
26 expenses total \$13,863.03. (See **Exhibit B**). I am informed that B&H has incurred \$14,995.67 in
27 expenses.

28 74. All of the expenses SWCK incurred in this case is attached as **Exhibit B**.

75. The expenses Class Counsel incurred in this litigation include, for example, filing and service fees, costs for remote appearances, document retrieval, mailing costs, and mediation fees, among others.

76. Reasonable litigation expenses are ordinarily included in an award of attorneys' fees pursuant to California wage and hour law. All of the expenses were incidental and necessary to the effective representation of the Class Members. They are reasonable, uncontested, and should be approved.

SETTLEMENT ADMINISTRATION COSTS

77. I am informed that ILYM incurred \$23,923.00 in costs necessary to administer the settlement. These costs are reasonable, uncontested, and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and is based on my personal knowledge.

Executed this 12th day of October, 2023, in Auburn, California.


Carolyn H. Cottrell

EXHIBIT A

Gomez, Luz v. Pattern Interactive, Inc., et al., 102317

Billing Summary by Matter

Inception - 10/08/2023, All Timekeepers

TIMEKEEPER	TITLE	BAR DATE	HOURLY RATE (\$)	HOURS	AMOUNT (\$)
Clerical Staff					
Caroline Dean (CJD)	Accounting Specialist		250	0.9	225.00
Gwendolyn Krause (GAK)	Accounting Supervisor		270	0.5	135.00
Subtotal				1.4	\$ 360.00
Of Counsel / Associates					
Andrew Weaver (ADW)	Associate	12/08/2017	800	0.1	80.00
Eugene Zinovyev (EZZ)	Sr. Associate	12/04/2009	985	224.5	221,132.50
Nicholas Duby (NRD)	Associate	12/04/2020	775	56.2	43,555.00
Philippe Gaudard (PMG)	Associate	06/01/2020	775	71.1	55,102.50
Rebecca Sheehan (RHS)	Legal Brief Writer	11/13/2018	775	74.1	57,427.50
Subtotal				426.0	\$ 377,297.50
Paralegals / Law Clerks					
Benita Harris (BHH)	Docketing Specialist		275	0.2	55.00
Bradley Kopp (BJK)	Paralegal		450	55.8	25,110.00
Brianda Rodriguez (BCR)	Outreach Specialist		350	1.1	385.00
Collin Hoover (CEH)	Paralegal		450	14.7	6,615.00
Elisa Guevara (EIG)	Paralegal		450	0.3	135.00
Erika Moradian (EJM)	Accounting Clerk/Office Services		250	0.6	150.00
Eugene Huffman (ENH)	Paralegal		450	40.2	18,090.00
Jennifer Perez (JAP)	Operations Manager		500	0.8	400.00

Lonnie Christopher (LRC)	Docketing Specialist		325	16.0	5,200.00
Maria Alvarez (MTA)	Legal Assistant		325	0.5	162.50
Michael Garcia (MEG)	Docketing Specialist		325	0.1	32.50
Rocio Espinoza (RDE)	Paralegal		450	0.3	135.00
Sarah Price (SQP)	Case Manager		500	1.1	550.00
Silvia Carter (SGC)	Paralegal		450	0.1	45.00
Thomas Barnett (TRB)	Outreach Supervisor		350	2.8	980.00
Tracey McClain (TLM)	Intake Manager		425	5.0	2,125.00
Tyler Smith (TBS)	Office Manager/Paralegal		500	1.3	650.00
Subtotal				140.9	\$ 60,820.00
Partners					
Carolyn Cottrell (CMH)	Partner	12/13/1993	1295	0.3	388.50
Ori Edelstein (OXE)	Partner	12/01/2009	1155	31.7	36,613.50
Subtotal				32.0	\$ 37,002.00
Total:				600.3	\$ 475,479.50

Gomez, Luz v. Pattern Interactive, Inc., et al. (PAGA), 102460

Billing Summary by Matter

Inception - 10/08/2023, All Timekeepers

TIMEKEEPER	TITLE	BAR DATE	HOURLY RATE (\$)	HOURS	AMOUNT (\$)
Clerical Staff					
Caroline Dean (CJD)	Accounting Specialist		250	0.9	225.00
Subtotal				0.9	\$ 225.00
Of Counsel / Associates					
Eugene Zinovyev (EZZ)	Sr. Associate	12/04/2009	985	30.9	30,436.50
Philippe Gaudard (PMG)	Associate	06/01/2020	775	116.1	89,977.50
Subtotal				147.0	\$ 120,414.00
Paralegals / Law Clerks					
Collin Hoover (CEH)	Paralegal		450	5.8	2,610.00
Eugene Huffman (ENH)	Paralegal		450	31.9	14,355.00
Lonnie Christopher (LRC)	Docketing Specialist		325	10.9	3,542.50
Maria Alvarez (MTA)	Legal Assistant		325	1.9	617.50
Sarah Price (SQP)	Case Manager		500	0.3	150.00
Silvia Carter (SGC)	Paralegal		450	0.4	180.00
Tracey McClain (TLM)	Intake Manager		425	0.3	127.50
Subtotal				51.5	\$ 21,582.50
Partners					
Ori Edelstein (OXE)	Partner	12/01/2009	1155	2.8	3,234.00
Subtotal				2.8	\$ 3,234.00
Total:				202.2	\$ 145,455.50

EXHIBIT B

CASE COSTS

Gomez, Luz v. Pattern Interactive, Inc., et al.

Matter No. 102317

Date: 10/09/2023

DATE	VENDOR	DESCRIPTION	AMOUNT
01/26/2022	Neilson & MacRitchie	Investigation Luz Gomez	\$ 302.50
01/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/22 - 01/31/22	\$ 38.34
02/04/2022	Superior Court of California Lc	Document Download	\$ 6.00
02/15/2022	USDC California	Class Action Complaint Filing	\$ 402.00
02/17/2022	One Legal LLC (Info Track)	Summons, Complaint, Civil Cover Sheet, Certification and Notice of Interested Parties, N	\$ 40.00
02/24/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Notice-Certificate of Interested Parties, Notice of Ass	\$ 80.00
03/08/2022	One Legal LLC (Info Track)	Complaint, Civil Cover Sheet, Certification and Notice of Interested Parties, Notice of Ass	\$ 200.00
03/31/2022	SWCK	CA - Reclass Postage to Case Costs (2021-2022)	\$ 1.96
03/31/2022	SWCK	Copies and Printing from Shared Printing (2021-2022)	\$ 17.75
04/14/2022	David A. Rotman	05/05/22 - Mediation Fees	\$ 6,625.00
04/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/22 - 04/30/22	\$ 17.04
05/06/2022	Pacer	Pacer - Document Retrieval - QTR 1 2022	\$ 5.90
05/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/22 - 05/31/22	\$ 11.11
06/30/2022	West Payment Center (4005)	Research 06/01/22 - 06/31/22	\$ 24.70
08/09/2022	Pacer	Pacer - Document Retrieval - QTR 2 2022	\$ 1.40
08/31/2022	Creal & Creal, an Accountanc	Professional services (reviewing accounting items) - No Split	\$ 412.00
09/13/2022	One Legal LLC (Info Track)	eFiling Fee - Stipulation and [Proposed] Order to Continue Hearing on Defendants' Demu	\$ 137.25
09/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/22 - 09/30/22	\$ 5.19
10/01/2022	Pacer	Pacer - Document Retrieval - QTR 3 2022	\$ 0.80
11/19/2022	Superior Court of California Si	Document Download	\$ 11.00
11/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/22 - 11/30/22	\$ 25.94
03/17/2023	One Legal LLC (Info Track)	Courtesy & Photocopy Fee - Joint Case Management Statement	\$ 144.00
05/16/2023	One Legal LLC (Info Track)	Courtesy & Photocopy Fee - First Amended Class Action Complaint	\$ 182.25
05/26/2023	One Legal LLC (Info Track)	Court Filing - Motion - Notice of Motion and Motion for Preliminary Approval of Settlement	\$ 454.00
05/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/23 - 05/31/23	\$ 9.84
07/11/2023	One Legal LLC (Info Track)	Court Filing Fees - Supplemental Declaration Of Carolyn Hunt Cottrell In Support Of Plair	\$ 196.00
07/28/2023	One Legal LLC (Info Track)	Court Filing Fees - Proposed Order Granting Prelim Approval of Class and PAGA Settler	\$ 139.75
			\$ 9,491.72

CASE COSTS

Gomez, Luz v. Pattern Interactive, Inc., et al. (PAGA)

Matter No. 102460

Date: 10/09/2023

DATE	VENDOR	DESCRIPTION	AMOUNT
01/10/2022	LWDA	Initial PAGA Filing	\$ 75.00
05/04/2022	ABC Legal Services, LLC	Service of Process on Defendants	\$ 225.00
05/05/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet and Certificate of Assignment, Summons	\$ 1,525.00
05/13/2022	Superior Court of California S&	Document Download	\$ 4.00
06/16/2022	New Data Discovery Inc.	Printing / Binding - No Split	\$ 126.52
06/24/2022	FedEx	06/16/22 FedEx to US Crt of Appeals for 3r Cir from DALIBOR MAKSIMOVIC	\$ 98.54
08/05/2022	One Legal LLC (Info Track)	Stipulation and [Proposed] Order to Dismiss Pattern Labs Without Prejudice	\$ 94.00
09/14/2022	Superior Court of California S&	Document Download	\$ 2.50
10/12/2022	Superior Court of California S&	Document Download	\$ 3.00
11/01/2022	One Legal LLC (Info Track)	Filing, Courtesy & Photocopy Fees - Stipulation and [Proposed] Order to Extend Hearing	\$ 137.50
11/17/2022	One Legal LLC (Info Track)	Courtesy Copies & Court Filing Fees - Notice of Settlement	\$ 117.25
01/05/2023	One Legal LLC (Info Track)	Courtesy Copy & Court Filing Fees - Stipulation and [Proposed] Order to Further Extend i	\$ 138.75
01/18/2023	Superior Court of California S&	Document Download	\$ 2.50
02/10/2023	One Legal LLC (Info Track)	Notice of Clerk's Notice of Continuance	\$ 76.00
03/02/2023	One Legal LLC (Info Track)	Notice - Jury Fees Posted	\$ 226.00
03/13/2023	One Legal LLC (Info Track)	eFiling - Notice of Remote Appearance (Attorney Eugene Zinovyev)	\$ 77.00
04/12/2023	One Legal LLC (Info Track)	Court Filing - Stipulation to File First Amended Class and PAGA Complaint; [Proposed] C	\$ 153.00
05/30/2023	One Legal LLC (Info Track)	Court Filing - Joint Case Management Statement, Stipulation for Shortened Briefing Sche	\$ 122.00
06/21/2023	One Legal LLC (Info Track)	Court Filing - Notice of Minute Order, Proof of Service	\$ 82.00
06/30/2023	SWCK	Copies and Printing from Shared Printing (2021-2023)	\$ 10.75
08/29/2023	Steno Agency, Inc	6/7/23 Hearing - Predisposition Motion re: for Preliminary Approval of Class and PAGA A	\$ 750.00
08/30/2023	Steno Agency, Inc	6/29/23 Late Cancellation - Hearing - Motion for Preliminary Approval of Settlement	\$ 325.00
			\$ 4,371.31

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at Schneider Wallace Cottrell Konecky LLP located at 300 S Grand Avenue, Suite
2700, Los Angeles, California 90071.

5 On October 12, 2023 I served the following document(s):

6 **DECLARATION OF CAROLYN HUNT COTTRELL IN SUPPORT OF MOTION**
7 **FOR FINAL APPROVAL AND MOTION FOR ATTORNEYS' FEES, COSTS,**
8 **PLAINTIFFS' SERVICE ENHANCEMENT PAYMENTS, AND SETTLEMENT**
9 **ADMINISTRATION COSTS**

on the following person(s) listed below, as follows:

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26 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
27 electronic version of the above-referenced document to the person(s) whose email
28 address(es) are known to me as listed above.

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I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on October 12, 2023, in North Hollywood, California.


Eugene Huffman