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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM., a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
*[Assigned to Hon. Melissa McCormick, Dept
CX104, for all purposes]*

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT; DECLARATIONS IN
SUPPORT THEREOF; AND
[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing

Date: March 14, 2024

Time: 2:00 p.m.

Dept: CX104

Complaint filed: May 25, 2022

1 TO THE HONORABLE COURT AND TO ALL PARTIES AND COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE THAT on March 14, 2024, at 2:00 p.m., or as soon thereafter
3 as this matter may be heard by the Honorable Melissa McCormick in Department CX104 of the
4 Orange County Superior Court located at located at 751 W. Santa Ana Blvd., Santa Ana, CA
5 92701, Plaintiff Edward Cruz (“Plaintiff” or “Class Representative”) will respectfully move this
6 Court for an Order granting final approval of the class action settlement between Plaintiff and
7 Defendant CT Corporation System (“Defendant” or “CT Corp”), which was preliminarily
8 approved on November 6, 2023. This Motion, which is supported and unopposed by Defendant,
9 seeks final approval and entry of judgment of a \$950,000 settlement on behalf of the Class
10 Members.

11 Specifically, Plaintiff will and hereby does move the Court to grant final approval of the
12 Class and PAGA Representative Action Settlement Agreement and Release of Claims and
13 Amendment to Settlement Agreement (collectively, the “Settlement Agreement”), and enter the
14 proposed order and final judgment filed concurrently herewith:

15 1. Finally certifying the Class, as defined in the Settlement Agreement and the
16 Court’s Order Granting Preliminary Approval of the Settlement;

17 2. Finally appointing Plaintiff as Class Representative for purposes of settlement;

18 3. Finally appointing Plaintiff’s Counsel as Class Counsel for purposes of
19 settlement;

20 4. Finding that the Class Notice was properly provided to the Class in accordance
21 with the Court’s Order granting Preliminary Approval;

22 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the
23 terms set forth in the Settlement Agreement;

24 6. Binding Participating Class Members and Aggrieved Employees to the terms of
25 the Settlement Agreement, including the Released Class Claims and PAGA Released Claims
26 specified therein; and

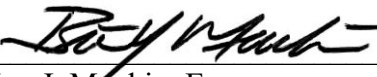
27 7. Retaining jurisdiction to enforce the Settlement Agreement.
28

1 This Motion will be based upon this notice; the attached memorandum of points and
2 authorities; the Declarations of the Settlement Administrator (Lluvia Islas of Phoenix Settlement
3 Administrators), Class Counsel (Brian Mankin and Peter Carlson), and Plaintiff filed
4 concurrently herewith; the records and files in this action; and any other further evidence or
5 argument that the Court may receive at or before the hearing.

6 Dated: February 21, 2024

LAUBY, MANKIN & LAUBY LLP

7
8 BY:



Brian J. Mankin, Esq.
Attorneys for Plaintiff and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF ARGUMENT AND ESSENTIAL POINTS**

3 Pursuant to California Rules of Court, Rule 3.769 (d) and (e), Plaintiff Edward Cruz
4 (“Plaintiff” or “Class Representative”) respectfully requests that this Court grant final approval
5 of the Class and PAGA Representative Action Settlement Agreement and Release of Claims and
6 Amendment to Settlement Agreement (collectively, the “Settlement Agreement” or “S.A.”)
7 already on file in this action, which is supported and unopposed by Defendant CT Corporation
8 System (“Defendant” or “CT Corp”) and enter the proposed order and final judgment in this
9 matter.

10 There are several essential reasons why this settlement should be approved, and judgment
11 entered accordingly, as follows:

- 12 • After a robust pre-mediation exchange of information, and arms-length
13 negotiation brokered by an experienced mediator, the Parties reached a \$950,000 settlement
14 tailored to a limited release of the claims alleged on behalf of Class Members;
- 15 • The Class Members were deemed to participate in the Settlement, and were not
16 required to submit a Claim Form to receive funds;
- 17 • No reversion to Defendant;
- 18 • There were no objections and no opt-outs, meaning that 100% of the Class elected
19 to participate in the settlement.

20 Clearly, the Class overwhelmingly supports the Settlement. Thus, in accordance with the
21 analysis and law set forth herein, the Settlement should be approved, and judgment entered based
22 on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of
23 the Class. (Declaration of Class Counsel Brian J. Mankin [“Mankin Decl.”] ¶¶ 13).

24 **II. PERTINENT BACKGROUND AND SETTLEMENT TERMS**

25 CT Corp is well known as the registered agent for service of process for hundreds of
26 thousands of businesses and “helps small businesses, corporations and law firms around the
27 world manage their most critical business and legal compliance responsibilities.” The Class
28 Members performed various roles for CT Corp, mostly falling within customer service and sales

capacities. The primary claims (which Defendant vehemently disputed) involved allegations that CT Corp failed to pay the Settlement Class all wages owed, failed to provide compliant meal and rest breaks, failed to reimburse necessary business expenses, issued inaccurate and incomplete wage statements, as well as waiting time penalties and PAGA penalties arising from the same underlying conduct.

The Settlement includes 205 Participating Class Members, and the following is a breakdown of how the funds are allocated under the Settlement Agreement (Declaration of Administrator, Lluvia Islas [“Islas Decl.”] ¶ 11.

	Total Amount
<i>Gross Settlement Amount</i>	\$ 950,000.00
Attorneys’ Fees (1/3)	\$ 316,666.66
Litigation Costs	\$ 15,609.91
Administrator Costs	\$ 7,000.00
PAGA Penalties	\$ 90,000.00
Class Representative’s Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 513,223.43

The Participating Class Members were deemed to participate and did not need to submit a Claim Form to receive payment. Each Participating Class Member will receive a pro rata share of the Net Settlement Amount according to the percentage of Weeks Worked during the Class Period, such that the amount actually distributed to Participating Class Members will equal 100% of the Net Settlement Amount. (S.A. ¶ 47(c)).

Assuming all amounts in the Settlement are approved by the Court, the average Individual Class Payment is estimated to be \$2,482.11, the *highest* individual settlement payment is approximately \$4,871.99, and the lowest is \$18.67 for a short-term employee who worked only one Work Week. There are a total of 27,259 Weeks Worked in the Class Period, resulting in a per Workweek value of approximately \$18.83. (Islas Decl. ¶ 12).

In addition, there are 157 Aggrieved Employees who will receive a share of the PAGA Penalties based on a pro-rata basis. Thus, the \$22,500 PAGA Penalties allocated to the Aggrieved Employees will be divided and paid on a Weeks Worked basis with an average pay of \$143.31 to each. (Islas Decl. ¶ 13).

1 The Settlement provides that 25% of the Individual Class Payments will be allocated as
2 wages subject to withholding of all applicable local, state and federal taxes and the remaining
3 75% will be allocated for interest and penalties (pursuant to, *e.g.*, California Labor Code §§ 203,
4 210, 226, 2699 etc.) from which no taxes will be withheld. (S.A. ¶ 47(d)). The Individual
5 PAGA Payments will be classified entirely as civil penalties and shall be reported as required on
6 an IRS Form 1099. (S.A. ¶ 47(h)).

7 Defendant shall fund the Settlement Amount plus Defendant's share of payroll taxes
8 owed on the Individual Class Payments, within 30 days of the Effective Date. (S.A. ¶ 69). Within
9 10 days after receiving the funds, the Administrator shall issue payments to cover all court-
10 approved payments. (S.A. ¶ 70). Class Members will have 180 calendar days to cash his/her
11 settlement check. If a Class Member fails to cash his/her check within 180 calendar days of
12 mailing, then the Settlement Administrator shall issue the unclaimed funds to the State
13 Controller's Office for the State of California in the name of the Class Member or Aggrieved
14 Employee. (S.A. ¶ 71).

15 **III. THE NOTICE PROCESS**

16 **A. NOTICE TO THE CLASS MEMBERS**

17 Pursuant to the Court's Order and the Settlement Agreement, the Parties directed the
18 Settlement Administrator to review and update the Class Members' addresses, mail the Court-
19 approved Notice Packet, and process their responses. (Islas Decl. ¶ 2).

20 After the Administrator received the Class Data, it performed a National Change of
21 Address search on all Class Members to determine if any had moved. (*Id.* at ¶ 4). On December
22 7, 2023, the Notice Packets were sent via first-class mail to 205 Class Members. (*Id.* at ¶ 5). For
23 any Notice Packet that was returned by the USPS as undeliverable and without a forwarding
24 address, the Settlement Administrator performed an advanced address search (i.e. skip trace) to
25 locate updated addresses and then promptly mailed the Notice Packets to those updated
26 addresses. Ultimately, the Settlement Administrator reports that only 3 Notice Packets were
27 undeliverable, resulting in a **98.5%** success rate in mailing the Notice Packets. (*Id.* at ¶ 6-7).
28

1 In accordance with California Rules of Court, Rules 3.766 (d) and 3.769(f), the Notice
2 Packet provided Class Members with (1) a brief explanation of the case; (2) an explanation of
3 each Class Member's right to opt out of the settlement class; (3) an explanation of the process
4 (and relevant deadlines) through which a Class Member could opt out of the settlement class; (4)
5 notice about the binding nature of the Judgment for Class Members who do not opt out; (5) an
6 explanation of each Class Member's right to appear through counsel; (6) an explanation of each
7 Class Member's right to appear at the fairness hearing and express views on the settlement, i.e.,
8 object or otherwise respond; and (7) an explanation of each Settlement Class Member's right to
9 participate in the Settlement and receive payment accordingly. (See **Exhibit A** to the Islas
10 Decl.).

11 **B. THERE ARE NO OBJECTIONS AND NO OPT-OUTS TO THE SETTLEMENT**

12 California law makes clear that the percentage of objectors and opt-outs is an important
13 factor in the Court's consideration of a proposed class action settlement. *See Dunk v. Ford*
14 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. Indeed, the Ninth Circuit and other federal courts
15 recognize that in the final fairness analysis, the number or percentage of class members who
16 object to the settlement is a significant factor. *See Mandujano v. Basic Vegetable Prods., Inc.*
17 (9th Cir. 1976) 541 F.2d 672, 677; *In re American Bank Note Holographics, Inc.* (SDNY 2001)
18 127 F.Supp.2d 418, 425 ("[i]t is well settled that the reaction of the class to the settlement is
19 perhaps the most significant factor to be weighed in considering its adequacy.").

20 Here, there were **no** objections, opt-outs and/or disputes as to the Weeks Worked
21 credited, meaning that 100% of the Class Members have elected to participate and receive a
22 share of the Settlement. (Islas Decl. ¶¶ 8-10).

23 Considering this positive reaction to the Settlement and its overall terms, it is clear that
24 the Settlement, which was the product of arm's-length negotiations, is fair and reasonable and
25 the Parties therefore respectfully request that the Court grant final approval and enter the
26 proposed judgment as requested. *See Dunk*, 48 Cal.App.4th at 1800-1802 (class action
27 settlements should be approved if they are fair and reasonable, and a low percentage of objectors
28 and opt-outs is evidence of an agreement's fairness).

1 **IV. EVALUATION OF THE SETTLEMENT**

2 It is axiomatic that California law strongly favors and encourages settlements. *See*
3 *Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236. This presumption in favor of
4 settlement applies with particular force in the context of class actions. *See Ferguson v. Lieff,*
5 *Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037 (Kennard, J., concurring and dissenting)
6 (“[p]ublic policy favoring settlement is especially weighty for class actions”); *Bell v. Am. Title*
7 *Ins. Co.* (1991) 226 Cal.App.3d 1589, 1607-1608 (affirming approval of a class settlement and
8 implicitly endorsing its citation of federal precedent for the notion that there is a “strong public
9 policy in favor of settlement of class actions”); *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976)
10 529 F.2d 943, 950 (“it hardly seems necessary to point out that there is an overriding public
11 interest in settling and quieting litigation. This is particularly true in class action suits”).

12 When entertaining a request for final approval of a class action settlement, a court’s
13 fundamental consideration is whether the settlement is fair, adequate and reasonable. *See Dunk,*
14 48 Cal.App.4th at 1801, fn. 7 (noting that state courts look to federal authority concerning the
15 approval of class settlements); California Rules of Court, Rule 3.769 (g).

16 Fairness is presumed when: (1) the settlement is reached through arm’s-length
17 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
18 intelligently; (3) counsel is experienced in similar litigation; (4) the percentage of objectors and
19 opt outs is small, and (5) the range of reasonableness of the settlement fund to a possible
20 recovery in light of all attendant risks of litigation.” *Dunk*, 48 Cal.App.4th at 1802. All five of
21 these factors are discussed in detail below.

22 **A. THE SETTLEMENT WAS REACHED THROUGH INFORMED ARMS-LENGTH** 23 **NEGOTIATION**

24 Courts presume the absence of fraud or collusion in the negotiation of a settlement,
25 unless evidence to the contrary is offered. Thus, there is a presumption here that the negotiations
26 were conducted in good faith. *See* 3 Alba Conte & Newberg, *supra*, at § 11.51. The proposed
27 settlement here was the product of arm’s-length negotiation before a highly experienced and
28 reputable class action mediator to reach a settlement.

1 Here, Plaintiff and Class Counsel have diligently investigated the claims raised in this
2 litigation and, after taking into account the disputed factual and legal issues involved in this
3 action, the risks attending further prosecution, and the benefits to be received pursuant to the
4 compromise and settlement of the action as set forth in the Settlement Agreement, concluded that
5 the settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

6 As the Settlement Agreement itself reveals, the Settlement is designed to fairly and
7 adequately compensate all Class Members. And, pursuant to California Rules of Court Rule
8 3.769(b), the parties have disclosed the agreed upon and proposed attorney fee award, which is
9 well within the range of reasonableness for matters of this nature.

10 **B. PLAINTIFF’S INVESTIGATION WAS SUFFICIENT**

11 As set forth at the time of preliminary approval, Class Counsel aggressively litigated this
12 matter and performed a comprehensive investigation into the facts and merits of the wage and
13 hour claims alleged. Notably, in preparation for mediation, the Parties informally exchanged
14 documents and information that allowed both sides to calculate the potential damages and
15 evaluate potential risk, including extensive policies and procedures pertaining to each claim
16 alleged, and statistics relating to the number of current and former employees, number of shifts,
17 pay periods and other things. In this regard, Defendant provided a sampling of timekeeping and
18 payroll records, which allowed both parties and their experts to thoroughly analyze each
19 potential claim. Additionally, during this process, Plaintiff’s counsel analyzed, researched, and
20 investigated the potential issues, including matters related to the calculation of damages, trial,
21 and appellate issues and risks.

22 **C. CLASS COUNSEL ARE EXPERIENCED IN SIMILAR LITIGATION AND ENDORSE THE**
23 **SETTLEMENT**

24 Class Counsel are experienced in this type of litigation, and they have (and hereby do)
25 represent that this Settlement is fair and reasonable. (Mankin Decl. ¶¶ 2-6, 13; Carlson Decl. ¶¶
26 2-7); *see 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
27 1152 (Final approval of settlement affirmed where counsel were all experienced litigators with
28 class-action experience and had recommended settlement based on the negotiated terms).

1 **D. REASONABLE ESTIMATE OF THE NATURE AND AMOUNT OF RECOVERY**

2 Plaintiff's Motion for Preliminary Approval contained a comprehensive *Kullar* analysis
3 which sufficiently provided the Court with "basic information about the nature and magnitude
4 of the claims in question and the basis for concluding that the consideration being paid for the
5 release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail,*
6 *Inc.* (2008) 168 Cal.App.4th 116, 133. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*
7 (2010) 186 Cal.App.4th 399, later clarified *Kullar* by noting that an explicit statement of the
8 maximum theoretical amount that the class could recover was not part of the "basic
9 information" that counsel was required to produce:

10 Greenwell misunderstands *Kullar*, apparently interpreting it to require the record
11 in all cases to contain evidence in the form of an explicit statement of the
12 maximum amount the plaintiff class could recover if it prevailed on all its claims
13 – a number which appears nowhere in the record of the case. But *Kullar* does
14 not, as Greenwell claims, require any such explicit statement of value; it requires
15 a record which allows "an understanding of the amount that is in controversy and
16 the realistic range of outcomes of the litigation.

17 Of course, a settlement is not judged against what might have been recovered had a
18 plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought
19 to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 246, 250
20 ("Compromise is inherent and necessary in the settlement process ... even if the relief afforded
21 by the proposed settlement is substantially narrower than it would be if the suits were to be
22 successfully litigated, this is no bar to a class settlement because the public interest may indeed
23 be served by a voluntary settlement in which each side gives ground in the interest of avoiding
24 litigation").

25 In light of the uncertainties of protracted litigation, this negotiated settlement reflects the
26 best practicable recovery for the Class. While the total settlement amount is, of course, a
27 compromise figure, the potential risks and opportunities of both parties were effectively weighed
28 and considered by the parties, resulting in a fair and equitable settlement. Based upon detailed
data obtained through discovery and information exchanges, and factoring in claim certification
probabilities and liability probabilities, Class Counsel formulated detailed damages models to
evaluate the claims for mediation in order to reach a realistic and reasonable resolution.

1 **V. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE**

2 For their efforts in creating a common fund for the benefit of the class, the Settlement
3 Agreement provided that Class Counsel seek reasonable fees of \$316,666.66, which is one-third
4 of the common fund Settlement Amount. These fees are warranted under the law and within the
5 range of fees commonly awarded in similar cases.

6 As shown herein, the requested percentage of one-third of the settlement fund as payment
7 for attorneys' fees should be granted for several reasons. First, one-third is the standard
8 benchmark in California for class action settlements. *See, e.g., Chavez v. Netflix, Inc.* (2008) 162
9 Cal.App.4th 43, 66 n. 11 ("Empirical studies show that, regardless whether the percentage
10 method or the lodestar method is used, fee awards in class actions average around one-third of
11 the recovery"). Second, the California Supreme Court upheld that the percentage of the fund
12 method survives in California class action cases. *See Laffitte v. Robert Half International, Inc.*
13 (2016) 1 Cal.5th 480. Third, the requested amount is eminently reasonable through the prism of
14 a lodestar cross-check. Accordingly, this request should receive final approval.

15 **A. PLAINTIFF IS ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES UNDER**
16 **THE LABOR CODE**

17 Plaintiff and the Class in this action are entitled to recover reasonable attorneys' fees,
18 expenses and costs under section 218.5 of the California Labor Code, which provides that, "[i]n
19 any action brought for the nonpayment of wages ... the Court shall award reasonable attorneys'
20 fees and costs to the prevailing party." In addition, Plaintiff and the Class are entitled to recover
21 reasonable attorneys' fees pursuant to section 1194.2 of the Labor Code, which provides that,
22 "... any employee receiving less than the legal minimum wage ... applicable to the employee is
23 entitled to recover in a civil action the unpaid balance of the full amount of this minimum
24 wage... including ... reasonable attorney's fees, and costs of suit." Plaintiff is also entitled to
25 fees and costs under section 226(e) of the Labor Code (employee who prevails on claim for
26 itemized wage statement violation "is entitled to an award of costs and reasonable attorneys'
27 fees"), under PAGA (Labor Code § 2699(g), which provides "Any employee who prevails in any
28 action shall be entitled to an award of reasonable attorney's fees and costs, including any filing

1 fee paid”), and, potentially, section 1021.5 of the California Code of Civil Procedure.

2 **B. CLASS COUNSEL’S REQUEST FOR FEES IS REASONABLE AND PROPERLY**
3 **CALCULATED AS A PERCENTAGE OF THE COMMON FUND**

4 Under the “common fund” doctrine, the request for attorneys’ fees in the amount of 1/3
5 of the common fund is reasonable and appropriate, because (1) it is within the approved range
6 for percentages awarded as attorneys’ fees in similar cases; (2) it is supported by the high quality
7 of Class Counsel’s work on this case and the results obtained for the Class; (3) the Class had
8 sufficient notice of the fee request; (4) it is supported by the fact that this case was handled on a
9 contingency basis and was undertaken despite various risks and expenses; and (5) the lodestar
10 cross-check supports the fee request.

11 ***1. The Attorneys’ Fees Requested Here Fall Within the Reasonable Range***
12 ***Awarded in Cases Under the Established Common Fund Method***

13 The California Supreme Court approved trial courts’ usage of the common fund method
14 of awarding attorneys’ fees in wage and hour class actions, like this one, and upheld a fee
15 awarded of 1/3 of the total settlement amount obtained for the class. *See Laffitte, supra*, 1 Cal.5th
16 at 506; *see also*, 4 Newberg on Class Actions, § 14:6 at 552 (“fee awards in class actions average
17 around one-third of the recovery”). Specifically, in *Laffitte*, the Court wrote: “[w]e join the
18 overwhelming majority of federal and state courts in holding that when class action litigation
19 establishes a monetary fund for the benefit of the class members, and the trial court in its
20 equitable powers awards class counsel a fee out of that fund, the court may determine the amount
21 of a reasonable fee by choosing an appropriate percentage of the fund created”). *Id.* at 506. The
22 California Supreme Court also noted that trial courts have the discretion to award fees as a
23 percentage of the common fund, with or without the necessity to conduct a lodestar cross-check.
24 *Id.* (“...[Courts] ... retain the discretion to forgo a lodestar cross-check and use other means to
25 evaluate the reasonableness of a requested percentage fee.”).

26 The California Supreme Court’s *Laffitte* decision was consistent with its prior rulings
27 recognizing that “when a number of persons are entitled in common to a specific fund, and an
28 action brought by ... plaintiffs for the benefit of all results in the creation or preservation of that

1 fund, such ... plaintiffs may be awarded attorneys' fees out of the fund." *Serrano III v. Priest*
2 (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("[A] lawyer who
3 recovers a common fund . . . is entitled to reasonable attorneys' fees from the fund as a whole").
4 Notably, when fees are calculated as a percentage of the common fund, they should be calculated
5 based on the amount that was available to be claimed, rather than as a percentage of the actual
6 amount claimed. *See Boeing Co.*, 444 U.S. at 475-6, 480-1 (the SCOTUS held that attorneys for
7 a successful class may recover a fee based on the fund created for the class, even if some class
8 members make no claims against the fund, so that money remains in it that will be returned to
9 the defendant, explaining: "[t]heir [class members'] right to share the harvest of the lawsuit upon
10 proof of their identity, whether or not they exercise it, is a benefit in the fund created by the
11 efforts of the class representatives and their counsel." *See also Williams v. MGM-Pathe*
12 *Communs. Co.* (9th Cir. 1997) 129 F.3d 1026, 1027 (trial court "abused its discretion by basing
13 the fee on the class members' claims against the fund rather than on a percentage of the entire
14 fund or on the lodestar").

15 **2. *High Quality of Work and Excellent Result Obtained Support the Award***

16 In addition to the fact that a Class benefit was created with a non-reversionary common
17 fund settlement, the fairness of the requested fee award of 1/3 of the Settlement Amount is
18 supported by the high quality of work performed by Class Counsel and the positive result
19 obtained for the Class in spite of the risks of ongoing litigation. This result occurred because
20 Class Counsel diligently, efficiently, and creatively pursued this case and reached a settlement
21 for the benefit of the entire Class. The fact that the settlement was embraced and supported by
22 the Class, as evidenced by a 100% participation rate, demonstrates that Class Counsel obtained a
23 favorable result for the Class.

24 **3. *Class Members Had Sufficient Notice of the Requested Fees***

25 Rule 3.769 of the California Rules of Court requires that the Class Members be given
26 notice of any agreement regarding an application for attorneys' fees. Here, the Notice
27 preliminarily approved by the Court and distributed to the Class Members apprised them that
28 "Up to one-third of the Settlement Amount to Class Counsel for attorneys' fees (\$316,666.66)

1 and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred
2 expenses on the Action without payment...” (Islas Decl., Exh. A.)

3 The Class Notice also advised the class members of the procedures for objecting to the
4 proposed settlement and appearing at the settlement hearing, where they could present their
5 objections to any aspect of the settlement, including the amount of attorneys’ fees to be awarded
6 to class counsel. *Litwin v. iRenew Bio Energy Solutions, LLC* (2014) 226 Cal.App.4th 877, 883
7 (“Procedural due process requires that affected parties be provided with ‘the right to be heard at a
8 meaningful time and in a meaningful manner’”). In accordance with the foregoing, it is
9 respectfully submitted that the instant notice complied with Rule 3.769 and, as a result, the Class
10 Members’ due process rights were fulfilled.

11 **4. The Contingent Nature of the Representation Further Supports the Fee**
12 **Award of 1/3 of the Common Fund**

13 An additional factor militating in favor of the granting of the requested fee award is the
14 fact that this case was both legally and financially risky for Class Counsel. *See Vizcaino v.*
15 *Microsoft Corp* (9th Cir. 2002) 290 F.3d 1043, 1048-49. Class Counsel have been representing
16 the Class in this matter on a strictly contingency basis, and as such, incurred the risk of non-
17 recovery after a substantial investment of time, money, and resources, and have done so since the
18 inception of this case without any payment or compensation. Specifically, there was the prospect
19 of enormous cost inherent in class action litigation; the risk that Defendant could prevail on its
20 argument that the class should not be certified; and the risk that Defendant could prevail on the
21 merits of some or all of the claims.

22 The court in *Horsford v. Board of Trustees of California State University*, 132
23 Cal.App.4th 359 (2005) analyzed this issue and held that, when determining the market-level
24 compensation to award to contingent fee attorneys, the analysis must take into account the large
25 risk inherent in such situations:

26 The market value of the services provided by plaintiffs’ counsel in
27 a case of this magnitude must take into consideration that any
28 compensation has been deferred for up to four years from the time
an hourly fee attorney would begin collecting fees from his or her
client; that the demands of the present case substantially precluded

1 other work during that extended period, which makes the ultimate
2 risk of not obtaining fees all the greater (since the attorneys must use
3 savings or incur debt to keep their offices afloat and their families
4 fed during the years-long litigation); and that a failure to fully
5 compensate for the enormous risk in bringing even a wholly
6 meritorious case would effectively immunize large or politically
7 powerful defendants from being held to answer for constitutional
8 deprivations, resulting in harm to the public.”

9 *Id.* at 399-400.

10 Indeed, as Plaintiff’s Counsel can attest, not all class/PAGA cases are successful. Many
11 cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault
12 of counsel (i.e., bankruptcy, change in the law, consolidation or coordination or preemption,
13 being top filed, etc.). According to Mayer Brown LLP’s study entitled, An Empirical Analysis
14 of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir. 2014) 753 F.3d 918,
15 found that only one-third of class actions are successful, compared to two-thirds that are defeated
16 and result in no payment to the class members.¹

17 As exemplified by the contingent nature of high risk class action litigation, Plaintiff’s
18 Counsel can further attest to having had many cases result in (a) zero recovery, (b) negative
19 multiplier and (c) an individual settlement in lieu of a class recovery, as demonstrated below:

20 **Sample of Cases with Zero Recovery for Class Counsel**

21 The following is a small sample of cases in which Plaintiff’s Counsel have received zero
22 recovery on class/PAGA cases due to the company’s financial condition.

- 23 • Heavily litigated Class/PAGA action that Class Counsel certified as a class,
24 prevailed on summary adjudication, fully prepared for trial and one day before the
25 start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of***
26 ***attorneys fees and all costs advanced*** (*Garza v. Quality Conversation*, San
27 Bernardino Superior Court Case No. CIVDS1506788);
- 28 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all***
fees and costs (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No.
RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

No. CIVSB2215927);

- In a pending matter, Class Counsel has litigated the case for over **5 years** with an estimated 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff on all claims for over 1,500 class members. Despite all the work invested into the matter, including preparing for an upcoming trial, the likely outcome will either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a greatly discounted settlement based on defendant's financial obstacles and ability-to-pay;
- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant, (Cox v. NurseLoop, San Bernardino Superior Court Case No. CIVSB2225440; Joyce v. GES Distribution, Riverside Superior Court Case No. RIC1905739).***
- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs. (Mankin Decl. ¶ 21).

Sample of Cases with Zero Recovery for Class Counsel

Even when Plaintiff's Counsel achieved a settlement and what appears to be a "favorable" outcome, there are countless times when the fees requested by Plaintiff's Counsel still result in a ***large negative attorney fee multiplier***, including the following examples:

- ***Negative 1.26 multiplier:*** In *Maldonado v. Add-On*, Orange Superior Court Case No. 30-2021-01206062-CU-OE-CXC, Class Counsel was ultimately awarded a negative 1.26 multiplier;
- ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and

obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to financial condition;

- **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24 multiplier for Class Counsel due to financial condition;
- **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel’s lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

(Mankin Decl. ¶ 21).

Class/PAGA Cases Converted to Small Individual Settlements

There are also many situations when Plaintiff’s Counsel is forced to convert matters into small individual settlements (and therein lose substantial attorneys fees) for a variety of reasons, including due to the financial constraints of a defendant, or because a company may engage in a “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less (i.e., cherry picking), thereby cutting off Class Counsel’s recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing Class Counsel to bear the burden of a loss in attorneys’ fees. (Mankin Decl. ¶ 21).

These Factors Support the Fee Request and a Reasonable Multiplier

The situations highlight instances where Class Counsel here (Lauby Mankin Lauby LLP) has had to bear the weight of a complete loss or steep reduction in fees and costs. This is not an easy burden for Plaintiff’s Counsel, which is a small firm. (Mankin Decl. ¶ 20).

To offset these risks and unfavorable results, Courts historically award a multiplier on Class Counsel’s lodestar, as discussed further below. Because if the *best* Plaintiff’s Counsel could hope for is merely to be paid its customary hourly rate multiplied by the number of hours worked on a case, then Class Counsel would not be compensated for the hardships and serious risks they faced litigating contingency cases and incurring losses on the unfavorable results, and

1 would not be incentivized to take on similar cases in the future. (*Id.*)

2 The availability of a “lodestar multiplier” allows Class Counsel to be an advocate for
3 employees and take on risky cases where Class Counsel may have to shoulder the risks of
4 litigation in other cases, so that the class members do not have to forego their right to the justice
5 system. A multiplier ensures that class members in the future will have access to competent
6 counsel who are willing to offer contingency fee agreements in risky cases and be available and
7 willing to take on cases to help all Class Members – not just those employed by large
8 corporations.

9 For all of these reasons, the contingent nature of this case and the availability of a
10 lodestar multiplier supports a fee of one-third of the common fund and granting of fee request.

11 **5. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Award**

12 Despite recognized limitations of the so-called lodestar method, some California and
13 federal courts acknowledge the utility of a lodestar “cross-check.”² (*Lealao, supra*, 82
14 Cal.App.4th at 46-47.) Under the “lodestar multiplier” method of cross-checking the
15 reasonableness of attorneys’ fees in class actions, the court ascertains Class counsel’s total
16 “lodestar” amount by multiplying the number of hours reasonably expended by each attorney or
17 legal staff member by their hourly rates, and then enhances or reduces this lodestar figure by a
18 “multiplier” to account for a range of factors, such as the novelty or difficulty of the case, its
19 contingent nature, and the degree of success achieved. *PLCM Group, Inc. v. Drexler* (2000) 22
20 Cal.4th 1084, 1095-96; *Press v. Lucky Stores, Inc.* (1983) 34 Cal.3d 311, 322; *Lealao, supra*, 82
21 Cal.App.4th at 43 [court has discretion to use a multiplier to ensure that the “fee awarded is
22 within the range of fees freely negotiated in the legal marketplace in comparable litigation”].)

23 Historically, California courts have approved multipliers of 1.5 to 4. *See Coalition for*
24 *Los Angeles County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241, 251

26 ² In practice, the lodestar method is difficult to apply, time-consuming to administer, inconsistent in result, and
27 capable of manipulation. In addition, the lodestar creates inherent incentive to prolong the litigation until sufficient
28 hours have been expended. Herr, David F., *Manual for Complex Litigation*, § 14.121 (1988); *See also In re*
Activision (N.D. Cal 1989) 723 F.Supp 1373.

(**multiplier of 2+ approved**); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75. The multiplier requested by Class Counsel below is within the range of multipliers found to be appropriate by various federal and state courts in California. In *Sternwest Corp. v. Ash*, for instance, the Court of Appeal remanded for a lodestar enhancement of “**two, three, four or otherwise.**” *Id.* at 76; *see also Wershba*, 91 Cal.App.4th at 255 (“**Multipliers can range from 2 to 4 or even higher**”); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 83 (**affirming 2.34 multiplier**); *Coalition for Los Angeles County Planning in the Pub. Interest v. Board of Supervisors*, 76 Cal.App.3d 241, 251 (**affirming multiplier of approximately 2**); *Craft v. County of Los Angeles*, 2008 U.S. Dist. LEXIS 27526 (C.D. Cal. Apr. 1, 2008) (**applying 5.2 multiplier**); *See also Steinder v. Am. Broadcasting Co., Inc.* (9th Cir. 2007) 248 Fed. Appx. 780, 783 (**approving multiplier of 6.85** and citing cases with comparable or higher multipliers); *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 (finding no abuse of discretion in **awarding a multiplier of 3.65**). In *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278, a federal magistrate in Fresno approved attorneys’ fees of \$550,000 **constituting a 3.57 multiplier** on class counsel’s total lodestar of \$153,856 in a wage and hour class action.

The actual aggregated lodestar between the Plaintiff’s attorneys that worked on this case is approximately \$245,962.50. This results in a fair and reasonable multiplier of 1.28 as summarized in the following table, and in the submitted declaration of Plaintiff’s counsel:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	108.7³	\$84,242.50

³ Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court’s questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendants, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator’s declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto).

Peter Carlson <i>Senior Associate</i> (9 Years)	\$650	248.8	\$161,720.00
Grand Total for All Attorneys			\$245,962.50

(Mankin Decl. ¶ 27; Carlson Decl. ¶ 8).

The hourly rates above are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–19-year attorney, and \$1,057/hour for a 20+ year attorney).

Moreover, the Wolters Kluwer 2023 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions of billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it “a much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in the community for similar work”). (Mankin Decl., ¶ 26.)

Class Counsel are also highly experienced in Class/PAGA litigation, including having been named by the LA Times as one “Southern California Leading Lawyers” in the May 2023

1 issue of Consumer Attorneys of Southern California (a recognition given to 17
2 employment/labor law attorneys in 2023), having been selected as “Super Lawyer” in
3 employment litigation over the last 5 consecutive years, having achieved large settlements,
4 having prevailed at trial in PAGA-only actions and Class Action jury trials. (Mankin Decl. ¶¶ 2-
5 6). Indeed, Class Counsel’s rates are typical of the rates charged by defense counsel with similar
6 experience doing similar employment law work in this region.

7 Thus, Plaintiff’s Counsel’s rates reasonable and typical, and the attorneys’ fees requested
8 confirm that the fee request is fair and reasonable under the lodestar multiplier cross-check.

9 **VI. THE REQUESTED COSTS AND SERVICE AWARDS ARE REASONABLE**

10 **A. THE REQUESTED COSTS ARE REASONABLE AND MERIT APPROVAL**

11 Plaintiff’s Counsel requests reimbursement of their actual out-of-pocket expenses
12 incurred to prosecute this action. These expenses were incidental and necessary to the effective
13 representation of the employees. *See Harris v. Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19.
14 Plaintiff’s Counsel are permitted to recover their litigation costs and expenses under the common
15 fund doctrine. *See Serrano III*, 20 Cal.3d at 35 (common fund doctrine permits recovery of fees
16 and costs from the fund); *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1424 n.6
17 (costs are recoverable from the common fund “[o]f necessity, and for precisely the same reasons
18 discussed above with respect to the recovery of attorneys’ fees by . . . [Plaintiffs’] attorneys”).
19 Furthermore, Plaintiff’s Counsel are entitled to recover “those out-of-pocket expenses that would
20 normally be charged to a fee-paying client.” *Harris*, 24 F.3d at 19.

21 The Settlement Agreement authorized litigation costs of up to \$20,000. (S.A. ¶ 47(f)).
22 Class Counsel’s actual costs through the final approval hearing are estimated to be \$15,609.91.
23 (Mankin Decl. ¶ 30). These costs include mediation fees, filing fees, and other costs that include
24 Attorney Service charges, expert discovery fees, CourtCall charges, and process service fees.
25 (*Id.*) These costs are reasonable and uncontested, and should be approved, with the savings
26 placed in the Net Settlement Amount and paid to Participating Class Members.

27 ///

28 ///

1 **B. THE REQUESTED SERVICE AWARD IS REASONABLE AND MERIT APPROVAL**

2 A named plaintiff is an essential ingredient of any class action and an incentive award
3 is appropriate to induce individuals to step forward and assume the burdens and obligations of
4 representing the Class. Courts regularly approve a service payment to compensate the named
5 plaintiff for service to the class and risks incurred during the course of the litigation. *See, e.g.*
6 *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service
7 payments” to named Plaintiff for their efforts in bringing class action); *Rodriguez v. West*
8 *Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are “intended to
9 compensate class representatives for work done on behalf of the class, to make up for financial
10 or reputational risk undertaken in bringing the action, and, sometimes, to recognize their
11 willingness to act as a private attorney general.”).

12 The Settlement Agreement provides an incentive award payment to Plaintiff of \$7,500.
13 This amount is reasonable given the average recovery that Class Members will receive, as well
14 as the time and effort Plaintiff devoted to this case, and the risk that accompanied the litigation.
15 His efforts included providing factual background for the Class and PAGA complaint;
16 providing documents and information about Defendant’s policies; participating in phone calls
17 to discuss litigation and settlement strategy; making himself available throughout the litigation
18 to assist with analyzing the claims and defenses; helping Class Counsel prepare for the
19 mediation; and reviewing the settlement documents. The Class Representative also assumed
20 significant risk in bringing this litigation – namely, had the case lost, he could have been
21 ordered to pay Defendant’s costs.

22 Plaintiff also committed a significant number of hours to assist with the
23 litigation/settlement processes of this case and entered into a general release of all claims
24 against Defendant. The requested Service Award is reasonable, particularly in light of the
25 substantial benefits Plaintiff generated for the Class Members, the risks he undertook, and in
26 exchange for executing a general release against Defendant while giving up the right to pursue
27 separate individual claims. (*See* Plaintiff Decl. for supporting information).

1 The Notice sent to each Class Member detailed the proposed service award. No Class
2 Member objected to the proposed payment to Plaintiff. Thus, Plaintiff requests that the Court
3 approve the award because it is both reasonable and appropriate.

4 **VII. OTHER MATTERS FOR FINAL APPROVAL**

5 **A. SETTLEMENT ADMINISTRATION COSTS**

6 Phoenix Settlement Administrators agreed to administer the settlement for a flat (“not
7 to exceed) fee of \$7,000. (Islas Decl. ¶ 16). This amount was fully disclosed to the Class
8 Members in the Class Notice, and no Class Members objected to it. As such, the Parties
9 request that the Administrator’s fee request be approved.

10 **B. UNCASHED CHECKS**

11 The Settlement Agreement provides that uncashed checks (following a 180-day check
12 cashing period) will be submitted to the to the California State Controller’s Office in the name
13 of the Class Member and/or Aggrieved Employee.

14 **C. FINAL REPORT**

15 Defendant is required to issue payment to the Administrator within 30 calendar days
16 after the Effective Date (which occurs on the date that the Final Order is entered since there
17 were no objections or motions to intervene). The Administrator will then have 10 calendar
18 days after Defendant’s deposit of the Settlement Amount into the Qualified Settlement Fund to
19 issue payment to the Class Members and Aggrieved Employees, who will then have 180
20 calendar days to cash their checks. Thus, the deadline to cash checks should end in October
21 2024. Therefore, the Parties propose submitting a declaration from the Administrator on
22 approximately December 10, 2024, unless the Court wishes to have the declaration submitted
23 after the Administrator transmits the uncashed check fund to the State Controller which is
24 likely to occur in about October/November 2025 (due to the one year holding period before the
25 Administrator will transmit funds to the State Controller).

26 **D. SUBMISSION TO THE LWDA**

27 As set forth in the Mankin Declaration at ¶ 33, the settlement agreement and this entire
28 motion are concurrently being submitted to the LWDA in accordance with Labor Code §

1 2699(1)(2).

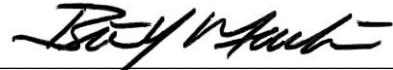
2 **VIII. CONCLUSION**

3 Plaintiff respectfully submits that the Settlement is fair, adequate, and reasonable, and
4 merits approval. This motion is unopposed by Defendant.

5 Dated: February 21, 2024

LAUBY, MANKIN & LAUBY LLP

6
7 BY:



8 Brian J. Mankin, Esq.
9 Attorneys for Plaintiff and the Class
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PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, California 92504.

On February 21, 2024, I caused to be served the foregoing document(s) described as follows:

**NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION SETTLEMENT; DECLARATIONS IN SUPPORT
THEREOF; AND [PROPOSED] FINAL ORDER AND JUDGMENT**

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 21, 2024, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


Tracie Chiarito, Declarant

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