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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NIKOL LOCKETT, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

OTO DEVELOPMENT, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV17405

[Assigned to the Hon. Stuart M. Rice, Dept. 1]

CLASS AND REPRESENTATIVE ACTION

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

Date: April 9, 2025
Time: 10:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Stuart M. Rice

Action Filed: May 26, 2022
Trial Date: Not Set

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

2 PLEASE TAKE NOTICE that on April 9, 2025, at 10:30 a.m., in Department 1 of the above-
3 captioned Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012,
4 Plaintiff NIKOL LOCKETT ("Plaintiff") will and hereby does move this Court for an order:

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

7 2. Finally approving the CLASS ACTION AND PAGA SETTLEMENT
8 AGREEMENT AND CLASS NOTICE ("Settlement" or "Agreement");

9 3. Appointing counsel for Plaintiff, Kane Moon, H. Scott Leviant, and Sandy Pham, of
10 Moon Law Group, PC, as Class Counsel;

11 4. Appointing Plaintiff NIKOL LOCKETT as the Class Representative;

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

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

18 7. Awarding the sums requested in the Motion;

19 8. Entering a Final Judgment; and,

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

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

1 rights and fully comport with due process.

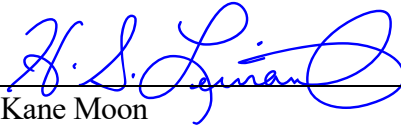
2 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court,
3 which require approval by the Court of a class action settlement and permit the Court to extend the page
4 limit for memoranda.

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

10
11 Respectfully submitted,

12 Dated: March 14, 2025

MOON LAW GROUP, PC

13
14 By: 
15 Kane Moon
H. Scott Leviant
Sandy Pham

16 Attorneys for Plaintiff
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, Rules 3.769, Plaintiff NIKOL LOCKETT (“Plaintiff”) requests that this Court finally approve the class and representative action settlement set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”) with Defendant OTO DEVELOPMENT, LLC (“Defendant”).

After informal and formal discovery, the exchange of documents and data, and an arm’s-length mediation session with mediator Steven Serratore, Esq., Plaintiff and Defendant (collectively referred to herein as the “Parties”) reached a proposed class action settlement with a gross settlement amount (“MSA”) of **\$417,500.00** in compromise of disputed claims asserted on behalf of the below-defined Class consisting of **554** members. Plaintiff believes this settlement is a fair, adequate, and reasonable compromise of disputed claims for alleged wage and hour violations and penalties asserted in this case.

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

II. THE NOTICE PROCESS WAS CONDUCTED WITHOUT ISSUE

Plaintiff and Defendant have fulfilled the class notice procedures set forth in the Settlement. The Settlement Administrator, ILYM Group, Inc. (“ILYM Group”), sent individual Notices to 554 Class Members on February 24, 2025. (Declaration of Makenna Snow [“Snow Decl.”], ¶ 7.) Of the twenty-seven (27) Notices that were returned, twenty-one (21) Notices were re-mailed after new addresses were found from skip tracing. (*Id.*, at ¶¶ 7-8.) Six (6) Notices remain undeliverable. (*Id.*, at ¶ 10.) Thus far, there have been zero (0) requests for exclusion, zero (0) objections, and zero (0) workweek disputes received. (*Id.*, at ¶¶ 11-13.)

III. THE MAJOR TERMS OF SETTLEMENT

The provisions of the proposed Settlement include the following:

- Defendant agrees not to oppose certification for purposes of Settlement. (Settlement, ¶ 12.1);

- Class: All current and former non-exempt employees who worked for Defendant in California during the Class Period (the “Class Period” is the period from May 26, 2018, until November 13, 2023) and did not sign arbitration agreements. (Settlement, ¶ 1.5, 1.12);
- Settlement Amount: Defendant will pay a maximum of **\$417,500.00**, referred to as the Maximum Settlement Amount (or “MSA” herein), resulting in an estimated average **gross** payment per Class Member of approximately **\$753.61**. (Settlement, ¶ 3.1; Snow Decl., ¶ 16);
- Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date. (Settlement, ¶ 4.3);
- Class Size: **554** individuals who worked **21,802.23** workweeks.¹ (Settlement, ¶ 4.1, ¶ 8; Leviant Decl., ¶ 17; Snow Decl. ¶ 5);
- PAGA Group Size: **2,080** individuals who worked **37,517** Pay Periods.² (Settlement, ¶ 4.1, ¶ 8; Snow Decl. ¶ 5);
- PAGA Period: April 7, 2021, until November 13, 2023. (Settlement, ¶ 1.30);
- Kullar/Munoz Analysis: Plaintiff addresses the claims analysis herein, at Part V.B.3, and in the Declaration of Leviant, at Paragraph 18;
- No Reversion: The Settlement is a ***non-reversionary*** settlement. (Settlement, ¶ 3.1);
- Certification: Plaintiff addresses certification requisites below, at Part VI.A. Certification was addressed in greater detail in the Motion for Preliminary Approval;
- Claim Form: No claim form is required. (Settlement., ¶ 3.1);
- Class Release The Settlement will release specified wage-and-hour claims for Participating Class Members (those Class Members who do not opt out of the Settlement) as defined by

¹ At the time of preliminary approval, Defendant estimated there were approximately 565 individuals who worked approximately 27,365 Workweeks.

² At the time of preliminary approval, Defendant estimated there were approximately 1,826 individuals who worked approximately 32,198 Pay Periods.

the Operative Complaint. (Settlement, ¶ 5.2);

- PAGA Release: Plaintiff and the LWDA will release the PAGA Claims set forth in this Action, that were identified in the Operative Complaint and Plaintiff's LWDA Notice Letter, regardless of whether they opt out of the class portion of the Settlement. (Settlement, ¶ 5.3);
- Net Settlement Amount Available to the Class: After deducting Class Counsel's attorneys' fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty, the remainder will be available for distribution to Class Members who do not opt out, with each Class Member receiving a share based on the number of workweeks each Class Member worked for Defendant within the Class Period. (Settlement, ¶ 1.27.) The Net Settlement Amount is estimated to be at least **\$191,833.33**, resulting in an average **net** payment per Class Member of at least **\$346.27** before any tax withholdings. (Leviant Decl., ¶ 17);
- Tax Allocation: The amounts distributed to Class Members will be characterized as 20% alleged unpaid wages, 80% to interest and penalties, and PAGA Settlement Payments will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.2);
- Employer's Portion of Payroll Taxes Paid Separately: Defendant's portion of payroll taxes (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that constitute wages will be paid separate and apart from the MSA. (Settlement, ¶ 3.1);
- Settlement Administrator: The notice portion of the Settlement will be administered by a third-party Administrator, ILYM Group, Inc., with the costs of administration not to reasonably exceed \$15,000.00, who were selected as the lowest bid from a competitive bidding process. (Settlement, ¶ 3.2.3.) ILYM Group's estimate for settlement administration services is in the amount of **\$15,000.00**. (Snow Decl., ¶ 18, Exh. B);
- Class Data for Administration: The Settlement Administrator will receive the Class List not later than fourteen (14) calendar days of Preliminary Approval, use the NCOA database to update the Class List, and then use skip tracing on returned Notices (Settlement, ¶¶ 4.2; 1.10);
- Notice: The Notice will issue within fourteen (14) calendar days of receipt of the Class List (Settlement, ¶ 7.4.2). The Notice describes how to dispute workweeks, submit an objection

- in writing, in person, or through an attorney, or request exclusion. (Settlement, ¶¶ 7.5 – 7.7);
- Notice Language: Notice will issue in English and Spanish. (Settlement, ¶¶ 1.11; 7.4.2);
 - Objections: Objections can be submitted in person, through an attorney, or in writing to the Settlement Administrator, with no pre-requisite to being heard. (Settlement, ¶¶ 7.7.1 – 7.7.3);
 - Exclusion Requests: The procedure for exclusion requests, mailing a request to the Settlement Administrator, is the same as the procedure for submitting a written objection. (Settlement, ¶¶ 7.5.1; 7.7.2);
 - PAGA Allocation: From the MSA, **\$40,000.00** will be allocated to settle claims brought pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.* (“PAGA”), and seventy-five percent (75%), or **\$30,000.00**, will be paid to the California Labor & Workforce Development Agency. (Settlement, ¶ 1.33);
 - Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is attached to the Leviant Declaration as **Exhibit 3**;
 - Enhancement/Service Award to Plaintiff: Defendant will not oppose the application for Class Representative Service Payment of up to **\$7,500.00** for Plaintiff, to be paid from the MSA. (Settlement, ¶ 3.2.1);
 - Fees and Costs: Defendant will not oppose Class Counsel’s application for fees not to exceed 33 1/3% of the MSA (**\$139,166.67**), and capped costs in the amount of **\$24,000.00**, to be paid out of the MSA. (Settlement, ¶ 3.2.2);
 - Check Void Period: Settlement checks will be valid for 180 days. (Settlement, ¶ 4.4.1);
 - Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be directed to the California State Controller’s Office, Unclaimed Property Division in the name of the Class Member. (Settlement, ¶ 4.4.3);
 - Judgment Notice: Judgment will be posted on the Settlement Administrator’s website after entry. (Settlement, ¶ 7.8.1);

- Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement with Class Members (Settlement ¶ 12.2).

(Leviant Decl., ¶¶ 11-12 and Exhibit 1 thereto.)

IV. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff's Claims

Plaintiff worked as a front desk employee, checking in guests, making reservations, answering the telephone, authorizing payments, and providing assistance to guests of Defendant. (Leviant Decl., ¶ 4.) On May 26, 2022, Plaintiff brought a putative class action against Defendant, asserting claims for (1) Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2 and 1197); (2) Failure to Pay Overtime Compensation (Labor Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Labor Code §§ 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Labor Code § 226.7); (5) Failure to Indemnify Necessary Business Expenses (Labor Code § 2802); (6) Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); and (8) California Business & Professions Code §§ 17200, *et seq.* (unfair business competition). (*Id.*)

Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”), pursuant to California Labor Code § 2699.3, providing notice of her intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA Letter”). (*Id.* at ¶ 5.) The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-day time period permitted for the LWDA to provide such a notification expired. (*Id.*) On January 19, 2023, Plaintiff filed a First Amended Complaint adding a cause of action for Private Attorneys General Act penalties under Labor Code § 2698, *et seq.*, for the violations alleged in the complaint. (*Id.*)

B. Pre-Mediation Data Production and Analysis

The Parties conducted informal and formal discovery and investigation of the facts and law. (Leviant Decl., ¶ 6.) Such investigation included, *inter alia*, the exchange of extensive informal data and discoverable information in preparation for the mediation session. (*Id.*) The Parties have analyzed policy documents, time and payroll records, and other relevant data points and information pertaining to Plaintiff and the Class during the relevant Class Period, including but not limited to the numbers of

1 former and current members of the Class, average workweeks, and average rate of hourly pay. (*Id.*) In
2 addition, Defendant also provided documents reflecting its wage and hour policies and practices during
3 the Class Period and information regarding the total number of current and former employees in the
4 Class. (*Id.*)

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

11 On September 13, 2023, the Parties participated in a mediation presided over by mediator Steven
12 Serratore, Esq., which led to the Agreement. (Leviant Decl., ¶ 8.) The Parties discussed at length the
13 burdens and risks of continuing with the litigation as well as the merits of claims and defenses. (*Id.*)
14 After the mediation, the Parties then signed a long form settlement agreement (the "Agreement"). (*Id.*)

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

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

27 **V. CLASS DEFINITION**

28 The Class is defined as follows:

1 All current and former non-exempt employees who worked for Defendant in California
2 during the Class Period (the “Class Period” is the period from May 26, 2018 until
3 November 13, 2023) and did not sign arbitration agreements (Settlement, ¶ 1.5, 1.12.)
4 “Participating Class Member” means a Class Member who does not submit a valid and
5 timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶
6 1.34.)

7 (Leviant Decl., ¶ 34, Exhibit 1.)

8 **VI. DISCUSSION**

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

11 Under Code of Civil Procedure § 382, class certification is warranted so long as (1) the Class is
12 ascertainable and numerous; (2) there exists a well-defined community of interest; and (3) a class action
13 is the superior method of adjudication for this settlement. Code of Civ. Proc. § 382; *Brinker Rest. Corp.*
14 *v. Super. Ct.*, 53 Cal. 4th 1004, 1021 (2012); *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000); *Sav-*
15 *on Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 326, 332 (2004). For purposes of this Settlement
16 *only*, Defendants stipulate to conditional certification. (Settlement ¶ 12.1.)

17 “The certification question is ‘essentially a procedural one that does not ask whether an action is
18 legally or factually meritorious.’” *Id.*, at 326, quoting *Linder*. Indeed, the certification question simply
19 asks whether the theory of recovery advanced by the plaintiff is likely to prove amenable to class
20 treatment. *See, e.g., Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286, 1298 (2010). “[I]t is also well
21 established that trial courts should use different standards to determine the propriety of a settlement class,
22 as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for
23 settlement cases.” *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal. App. 4th 836, 859
24 (2003), citing *Dunk v. Ford Motor Co.* 48 Cal. App. 4th 1794, 1807 n. 19 (1996). In view of these
25 standards, *as discussed more thoroughly as part of the preliminary approval motion*, the Settlement
26 Class should be certified for settlement. Code Civ. Proc. § 382; Rules of Court, Rule 3.769(c).

27 **B. The Court Should Approve the Settlement Because It Is a Fair, Adequate, and** 28 **Reasonable Compromise of Disputed Wage Claims**

California courts favor settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal. App. 3d 231,
236 (1976). Unlike most settlements, class action settlements involve a court approval process that exists

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

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

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

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

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

20 A settlement is presumptively fair where it is reached through arms’ length bargaining, based on
21 sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is
22 experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802;
23 *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *7-Eleven Owners for Fair Franchising v.*
24 *Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000). Here, the Administrators received zero (0)
25 objections. (Snow Decl., ¶ 12.) In exercising the power to approve a settlement, the overriding concern
26 is to ensure that a proposed settlement is “fair, adequate, and reasonable,” *Dunk*, at 1801, considering
27 “the complexity and likely duration of further litigation, the risk of maintaining class action status
28 through trial, the amount offered in settlement, the extent of discovery completed and the state of the

proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *Id.* These factors require balancing, are non-exhaustive, and, as such, trial courts should tailor the factors considered to each case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Id.*

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

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

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

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

With respect to the claims asserted on behalf of the Class, there are serious risks that support this compromise amount. These risks include, but are not limited to: (i) the risk that Plaintiff would be unable to establish liability for unpaid wages, *see Duran v. US Bank Nat’l Ass’n*, 59 Cal. 4th 1, 39 & n.

33 (2014) (“*Duran*”); (ii) the risk that Defendant’s meal and rest period policies might not support class certification or a class-wide liability finding; (iii) the risk that uncertainties about the legality of Defendant’s policies and practices could preclude class-wide awards of statutory penalties; (iv) the risk that individual differences between Class Members could be construed as pertaining to liability and not just damages; (v) the risk that any penalty award under PAGA could be reduced by the Court in its discretion; (vi) the risk that lengthy trial or appellate litigation could ensue; and, (vii) the risk that violation rates could prove lower than expected. (Leviant Decl., ¶ 16.) These risks are non-exhaustive. (*Id.*)

In light of the uncertainties of protracted litigation, the settlement amount reflects a fair and reasonable recovery for the Class Members. (Leviant Decl., ¶¶ 13-19.) The settlement amount is, of course, a compromise figure. (*Id.* at ¶ 13.) By necessity it took into account risks related to liability, damages, and the defenses asserted by Defendant. (*Id.* at ¶¶ 16-17.) Moreover, each Class Member will be given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are greater than the benefits they can receive under this Settlement to pursue their own claims. (*Id.* at ¶ 17.) For the 554 members of the Class, the average **gross** benefit is at least **\$753.61** per class member, and the estimated average **net** recovery for each Class Member would be approximately **\$346.27**. (*Id.*) Given that Defendant could potentially defeat certification, this is a significant sum to have achieved in settlement. Moreover, a Class Member who worked a greater number of weeks for Defendant will receive a larger share of the Settlement than a Class Member who worked for a shorter amount of time during the class period. (*Id.*)

After analyzing the claims in this matter, Plaintiff has concluded that the Gross Settlement Amount of **\$417,500.00** is about 86% of the **\$484,915.39** estimate of *risk-adjusted* recovery (excluding interest) at this stage in the litigation. (Leviant Decl., ¶ 18.) This assessment is based on a carefully constructed model of the current fair value of the case, using estimated risks, average wage rates, numbers of employees, and the amount of time covered by the class period. (*Id.*)

- Based on Plaintiff’s claim that she was required to perform work related tasks like helping guests off-the-clock, a reasonably estimated exposure for unpaid off-the-clock work for alleged guest-related services was calculated to be approximately **\$73,086.00**. However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff’s counsel to be approximately **\$8,770.32**, assuming certification

probability of 40% and merits success at 30%. The off-the-clock time resulted from Defendant maintaining only one timeclock at each of its hotel locations, creating waiting times for both employees starting and ending their shifts, and temperature checks and sanitization routine required before clocking in for work. Here, a **\$8,770.32** exposure has a value of just over 12% of its maximum, given a likelihood of success on both events, which is an approximation of the chain probability of certification multiplied by merits chances: $0.4 \times 0.3 = 0.12$. This exposure assumption (1) ignores the fact that this may not have affected every employee, and (2) also assumes the off-the-clock contacts happened every day *and* took an average of at least 4 minutes. This theory of recovery also has a high degree of risk because it depends on Class Member estimates of the frequency and duration and is testimony dependent.

- Based on Plaintiff's claim of regularly missed rest periods and Defendant's rest period policies, which, at a minimum, discouraged employees from leaving the premises, a reasonably estimated exposure for rest break violations over the class period was calculated at **\$361,680.00**. However, with the risk factor discounts for certification and proof of liability (30% and 30% respectively), the value of the claim is estimated by Plaintiff's counsel to be **\$32,551.20**. Because this claim is based on class member testimonials, and Defendant's rest break policy does not specifically state that employees cannot leave the premises during rest periods despite making it clear that employees could leave the premises during meal periods, Plaintiff asserted value for settlement purposes, while understanding that the risk presented by this claim was low.
- Based on Plaintiff's claim of regularly not receiving complaint meal periods due to not being relieved of her duties, a reasonably calculated exposure for meal break violations over the class period was calculated at **\$84,690.25**, with chances of certification and liability risks (50% and 50% respectively) resulting in a risk-adjusted exposure of **\$21,172.56**. This exposure is based upon facial violations. The exposure valuation was still susceptible to attack. Employee choice is an issue in the context of a meal period claim. So long as an employee has the opportunity to take a lawful meal period, an employee can choose to take it late, cut it short, or skip it.
- A reasonably estimated exposure for unpaid wages due to regular rate issues was calculated to be approximately **\$237.10**. However, with the risk factor discounts for certification and liability proof, the value of that claim is estimated by Plaintiff's counsel to be approximately **\$116.18**, assuming certification probability of 70% and merits success at 70%.

(See, Leviant Decl., ¶ 18.)

The \$417,500.00 settlement here is fully supportable. (Leviant Decl., ¶ 18.) First, it is important to recognize the wilfulness finding required for Labor Code §§ 203 and 226 is challenging to establish. (*Id.*) Second, rest break and meal period claims have been challenging to certify for many years, even after *Brinker*. (*Id.*) The Judicial Council's Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 ("Second Interim Report"), at page 5, states that "less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide

1 settlement agreement.” *See*, Second Interim Report, at 5 (emphasis added).³ (*Id.*) That “**or**” is
2 significant. (*Id.*) The certification rates identified in the study of less than 25% includes **both** contested
3 certifications and settlement certifications, which are the majority of certifications. (*Id.*) In other words,
4 one must assume in any wage and hour class action prior to certification that a contested certification
5 motion will have a success rate of well under 25%, and probably closer to 10% as a starting point for risk
6 evaluation. (*Id.*) The facts of each case have significant bearing on these percentages. (*Id.*) But it
7 cannot be disputed that certification is an exceptionally difficult procedural hurdle to successfully
8 overcome. (*Id.*) Thus, it is not unreasonable to start from the proposition that a pre-certification
9 settlement that is 10% to 15% of the maximum plausible exposure is a valid starting point for valuation.
10 (*Id.*) If roughly 10% of class actions are certified on a contested basis, then, on average, 90% of the time
11 a class will not be certified and the result for the class is *zero* dollars. (*Id.*)

12 Here, the estimated certification probabilities are **above** the average rate at which cases were
13 certified in California over the study years, based upon data available through the California Courts
14 websites, given that well *under* 20% of all cases filed as proposed class actions are ultimately certified by
15 way of a *contested* motion. (Leviant Decl., ¶ 20.) The recovery is roughly **14%** of the maximum
16 plausible recovery (estimated to be approximately **\$2,893,350.85**, including over \$1,633,900.00 in
17 PAGA penalties), which falls within the expected outcome under the likelihood of success metric and
18 which compares favorably to other cases in which courts have granted approval of class wage and hour
19 settlements representing a smaller fraction of the maximum theoretical damages.⁴ (*Id.*) It would also be
20 appropriate to evaluate the result by examining only the premium wages at issue (approximately
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25 ³ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last
viewed March 12, 2024). The link to the report contained in my prior declaration was incorrect.

26 ⁴ *See, e.g., Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-
00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of settlement that
27 represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*
28 (C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at *6 (granting final
approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

\$519,693.35, *with no risk reduction*), excluding penalties and interest.⁵ (*Id.*) This Settlement achieves the goals of the litigation.

4. The Proposed Enhancement Award to Plaintiff Warrants Approval.

The proposed enhancement of **\$7,500.00** to Plaintiff is intended to recognize substantial initiative and significant efforts on behalf of the Class. Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. Factors considered when awarding an incentive include the actions the plaintiff has taken to protect the class, the degree to which the class has benefitted, the amount of time and effort the plaintiff expended in the litigation, the risk to the class representative in commencing suit (financial and otherwise), the notoriety and personal difficulties encountered, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the plaintiff as a result of the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). Here, Plaintiff contributed time to the prosecution of this matter, including providing information to counsel before the filing of this matter; assisted with the settlement process (which included conferring with counsel during the preparation of the mediation brief); and, regularly conferring with counsel regarding the case whenever questions arose. (Declaration of Nikol Lockett [“Lockett Decl.”], ¶¶ 5-21; Leviant Decl., ¶ 33.) The enhancement also recognizes risks Plaintiff took to be personally liable for costs regardless of the success of the litigation, as well as the personal risk of facing intrusive discovery and potential disclosure to future employers that Plaintiff sued an employer, making future employment less certain. Plaintiff’s Declaration supports the requested enhancement.

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

The proposed method of allocating the Settlement Fund to Class Members also is fair and

⁵ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser amount than the maximum civil penalty amount specified by this part...”), and, second, courts evaluate the strength of a proposed settlement without taking potential penalties or interest into consideration. *See Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA Logistics U.S.A., Inc.*, 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015) (court utilized calculation of a defendant’s exposure exclusive of interest and penalties to determine whether the settlement fell within the range of possible approval).

reasonable. The Settlement Fund is to be allocated between all Class Members, based on time worked by the Class Member during the Class Period, in relation to the total amount of time worked by all participating Class Members. This proposed method is fair and reasonable because each Class Member's actual potential damages vary based on the number of workweeks he or she worked (e.g., Lab. Code § 226.7 provides for an extra hour of pay at the employee's regular rate of pay for each violation, resulting in a higher potential damage when a higher number of incidents occur). A Class Member who worked a greater number of weeks for Defendant will receive a larger share of the Settlement than a Class Member who worked for a shorter amount of time during the class period. (Leviant Decl., ¶ 17.)

6. The Proposed Enhancement Award to Plaintiff Warrants Approval.

The proposed enhancement of \$7,500.00 to Plaintiff is intended to recognize substantial initiative and significant efforts on behalf of the Class. Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. Factors considered when awarding an incentive include the actions the plaintiff has taken to protect the class, the degree to which the class has benefitted, the amount of time and effort the plaintiff expended in the litigation, the risk to the class representative in commencing suit (financial and otherwise), the notoriety and personal difficulties encountered, the duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the plaintiff as a result of the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). Here, taking the risk of participating in a lawsuit against an employer deserves recognition, especially in light of the settlement achieved by Plaintiff. (Lockett Decl., ¶¶ 5-21; Leviant Decl., ¶ 33.) The enhancement also recognizes risks Plaintiff took to be personally liable for costs regardless of the success of the litigation, as well as the personal risk of facing intrusive discovery and potential disclosure to future employers that Plaintiff sued an employer, making future employment less certain. Plaintiff's Declaration supports the requested enhancement and confirms that Plaintiff was an active participant in the settlement of this case.

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

a) Plaintiff's Counsel Should be Awarded Fees Based on a Percentage of

1 *the Fund Recovered, Consistent with the Common Fund Method*

2 The request for attorneys' fees as a percentage of the settlement fund is supported by the
3 "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund
4 from which others derive benefits, may require those passive beneficiaries to bear a fair share of the
5 litigation costs." *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977). The common fund doctrine has been
6 applied "consistently in California when an action brought by one party creates a fund in which other
7 persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995).
8 The lodestar may be cross-checked against the percentage-of-recovery. See *In re Consumer Privacy*
9 *Cases*, 175 Cal. App. 4th 545, 556-58 (2009).

10 The California Supreme Court removed any lingering doubt about the use of the percentage of
11 the fund method to award attorney's fees in California Courts. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal.
12 5th 480, 503 (2016).⁶ Thus, this Court may and, pursuant to *Laffitte*, should award fees to Plaintiff's
13 counsel based upon the percentage of the fund methodology.

14 Setting *Laffitte* aside, whether the once-again-confirmed percentage of the fund method or the
15 lodestar method is used, the outcome is roughly the same: "[F]ee awards in class actions average around
16 one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is used.'" *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521 (2021). This is also consistent with
17 counsels' experience in class cases. Here, Plaintiff's attorneys intend to request attorneys' fees of
18 **\$139,166.67** (33 and 1/3% of the MSA), and costs of **\$24,000.00** (actual costs exceeded the cap), which
19 includes payment for mediation, filing fees, service of process fees, and other standard expenses.
20 (Leviant Decl., ¶ 32.) Given the efforts and risks involved in this case, as well as the results achieved,
21 these amounts are within the range of reasonableness and warrant *final approval*.
22

23 *b) A Lodestar Cross Check Confirms that Class Counsel's Requested*

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25
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27 ⁶ The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing
28 doubt about the use of the percentage method: "The *Dunk* court, while finding the percentage method
inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport
to bar its usage generally in common fund cases." *Laffitte*, 1 Cal. 5th at 501.

Attorneys' Fees Are Reasonable

Plaintiff's fee application is also reasonable based on Class Counsel's lodestar. Under the lodestar method, the court considers a compilation of the time spent and a reasonable hourly compensation of each attorney to evaluate the reasonableness of the fee. *Ramos v. Countrywide Home Loans, Inc.*, 82 Cal. App. 4th 615, 622 (2000). The moving party meets its burden by submitting "declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case" as "California case law permits fee awards in the absence of detailed time sheets." *Wershba*, 91 Cal. App. 4th at 254-55; *Dunk*, 48 Cal. App. 4th at 1810; *Nightengale v. Hyundai Motors America*, 31 Cal. App. 4th 99, 103 (1994). The hours spent and the reasonable hourly compensation are used to arrive at a "lodestar" figure which may then be augmented or diminished taking into account various "multiplier" factors. *See Ramos*, 82 Cal. App. 4th at 622 (citing *Serrano*, 20 Cal. 3d at 48-49).

Here, Class Counsel's *total* lodestar is **\$257,952.80**, billed at the attorneys' hourly rates (including about 10 hours of past and future time not billed by Mr. Leviant). (Leviant Decl., ¶ 32.) The billed lodestar to date is **\$248,202.50**. (*Id.*) The request for **\$139,166.67** in attorneys' fees, which is **0.53** times the estimated total lodestar, is reasonable under the lodestar method.

(1) Class Counsel's Hours Are Reasonable

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

(2) Class Counsel's Hourly Rates Are Reasonable

The reasonable hourly rate is that prevailing in the community for similar work. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). "[I]n assessing a reasonable hourly rate, the trial court is

1 allowed to consider the attorneys' skill as reflected in the quality of work, as well as the attorneys'
2 reputation and status." *MBNA American Bank, N.A. v. Gorman*, 147 Cal. App. 4th 1, 3 (2006). The trial
3 court may also "find hourly rates reasonable based on evidence of other courts approving similar rates."
4 *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010).

5 Class Counsel are experienced litigators who specialize in employment law, with a substantial
6 wage and hour class action practice. (Leviant Decl., ¶¶ 21-26.) A number of courts, including this
7 Court, have approved Class Counsel's hourly rates. (*Id.* at ¶ 21.) Given the skill and experience of Class
8 Counsel, and the excellent result achieved, Class Counsel's hourly rates are reasonable.

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

10 The Settlement Agreement provides for reimbursement of costs not to exceed **\$24,000.00**. Moon
11 Law Group, PC incurred costs in the total amount of **\$24,732.88**, which is more than the originally
12 anticipated amount. (Leviant Decl., ¶ 32, Exh. 2.) These costs were reasonably incurred in prosecuting
13 the Action on behalf of the Class Members and should be approved by the Court. (Leviant Decl., ¶ 32).
14 However, Class Counsel does not seek reimbursement of costs over the maximum amount permitted
15 under the Settlement Agreement. (*Id.*) Accordingly, Class Counsel respectfully requests the Court
16 approve total costs in the amount of **\$24,000.00**. (*Id.*)

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

18 ILYM Group, which has been selected due to its competitive bid, states that administration can
19 be performed for a flat rate of **\$15,000.00**. (Snow Decl., ¶ 18). In counsel's experience, based on similar
20 wage-and-hour actions, an estimated cost of **\$15,000.00** is a fair and reasonable amount for
21 administration services and should be finally approved. (Leviant Decl., ¶ 34.) ILYM Group already
22 confirmed its capabilities and security protocols in the accompanying declaration.

23 **9. The PAGA Allocation is Reasonable**

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

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

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

18 The second element (the PAGA purposes element) is also satisfied here. As held by *Moniz*,
19 PAGA’s purposes include (1) remediation of present labor law violations, (2) deterrence of future
20 violations, and (3) maximization of enforcement of state labor laws. Here the allocation of a major
21 portion of settlement funds to class members still advances the goal of labor law violation remediation.
22 The allocation of a major portion of settlement funds to class members also deters future violations. This
23 is a \$417,500.00 settlement, a good result for the Class size. Deterrence is fulfilled. Finally, allocation
24 of a major portion of settlement funds to class members still advances the goal of enforcement of state
25 labor law. This settlement is, by definition, a response to alleged violations of labor laws, balanced
26 against risks.

27 In addition, there is no evidence that a court or a commissioner had informed Defendant that its
28 conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis v.*

1 *Xerox Bus. Servs., LLC*, 2013 WL 6053831, *7-8 (E.D. Cal. 2013). And in *Cotter*, the court found a
2 significant reduction of the PAGA claim would be appropriate because “[t]his does not appear to be a
3 case where a company has deliberately sought to evade the law.” *Cotter*, 176 F. Supp. 3d at 941.

4 Finally, the PAGA allocation is fair. The LWDA is receiving \$30,000.00. The Class is
5 receiving, net, an estimated \$191,833.33 for the releases of eight other claims (excluding the \$10,000.00
6 as the aggrieved employees’ share of the PAGA Allocation). While the proportion is tipped in favor of
7 the employees, the allocation is not unfair because it satisfies California’s wage and hour policies.

8 **VII. CONCLUSION**

9 For all the foregoing reasons, because the Class meets the requirements for certification, because
10 the Settlement bears all requisite indicia of fairness, reasonableness, and adequacy, and because the
11 notice procedure complied with Rule 3.766 and due process, this Court should grant this Motion for
12 Final Approval and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement
13 submitted herewith.

14 Respectfully submitted,

15 Dated: March 14, 2025

MOON LAW GROUP, PC

16
17 By: _____

Kane Moon
H. Scott Leviant
Sandy Pham

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19 Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

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

Daniel Benjamin Chammas, Esq.
Min Kyung Kim, Esq.
FORD & HARRISON LLP
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Telephone: (213) 237-2400
Facsimile: (213) 237-2401
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E-mail: mkim@fordharrison.com

Counsel for Defendant

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **March 17, 2025**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature