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

TANAE JOHNSON, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

24 HOUR HOMECARE LLC, a California
limited liability company; and DOES 1
through 50,

Defendants.

Case No. 2023-CU-OE-006965

*[Assigned for all purposes to Hon. Benjamin
F. Coats, Dept. 43]*

**PLAINTIFF TANAE JOHNSON'S
NOTICE OF MOTION AND MOTION
FOR APPROVAL OF SETTLEMENT
OF CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT PAYMENT**

Date: June 21, 2023
Time: 8:30 a.m.
Dept.: 43

Complaint Filed: March 16, 2023
Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on June 21, 2023 at 8:30 a.m., or as soon thereafter as the
4 matter may be heard in Department 43 of the above-entitled Court, located at 800 South Victoria
5 Avenue, Ventura, California 93009, Plaintiff Tanae Johnson (“Plaintiff”), individually and on
6 behalf of the State of California and other Aggrieved Employees, will, and hereby does, move
7 this Court for entry of an Order as follows:

- 8 1. Granting approval, pursuant to California Labor Code § 2699(l), of the proposed
9 settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal.
10 Labor Code § 2698, *et seq.*) and as set forth in the parties’ Settlement Agreement, a true
11 and correct copy of which is attached to the Declaration of Tuvia Korobkin filed
12 concurrently herewith;
- 13 2. Appointing Phoenix Settlement Administrators as the Settlement Administrator;
- 14 3. Approving the proposed Cover Letter (attached as Exhibit A to the Settlement
15 Agreement), and directing that it be distributed to Aggrieved Employees pursuant to the
16 terms of the Settlement Agreement;
- 17 4. Directing the funding and distribution of the Gross Settlement Amount pursuant to the
18 terms of the Settlement Agreement;
- 19 5. Approving an award of attorneys’ fees to Plaintiff’s counsel of \$500,000.00 and an award
20 of litigation costs to Plaintiffs’ counsel of \$26,322.40;
- 21 6. Approving an enhancement payment to Plaintiff in the amount of \$7,500.00;
- 22 7. Approving \$37,650.00 in administration costs to Phoenix Settlement Administrators; and
23 8. Approving payment of \$696,395.70 to the California Labor & Workforce Development
24 Agency for its share of PAGA civil penalties pursuant to the Settlement Agreement.

25 This Motion is based on this Notice; the attached Memorandum of Points and Authorities; the
26 declaration of Tuvia Korobkin and all exhibits attached thereto; the declaration of Jodey
27 Lawrence of Phoenix Settlement Administrators and all exhibits attached thereto; the declaration
28 of Plaintiff Tanae Johnson; the Settlement Agreement; all other pleadings and papers on file in

1 this action; and on any further oral or documentary evidence or argument presented at the time of
2 hearing.

3
4
5 Dated: May 24, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

6
7 By: _____



8 Tuvia Korobkin
9 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Tanae Johnson (“Plaintiff”), an “aggrieved employee” under the Private
4 Attorneys’ General Act of 2004 (“PAGA”), respectfully moves this Court for an Order granting
5 approval of the Settlement Agreement (“Settlement”) with Defendant 24 Hour Homecare, LLC
6 (“24 Hour” or “Defendant”).

7 This PAGA representative action seeks civil penalties predicated solely on 24 Hour’s
8 alleged failure to reimburse Aggrieved Employees for work-related expenses, including the use
9 of personal cell phones or other internet enabled devices, from August 29, 2021 through February
10 23, 2023 (the “PAGA Period”). The proposed Settlement, under which 24 Hour has agreed to pay
11 a Gross Settlement Amount (“GSA”) of **\$1,500,000.00**, will resolve Plaintiff’s representative
12 claims for civil penalties filed on behalf of the State of California and all “Aggrieved Employees,”
13 which consists of all current and former hourly-paid or non-exempt caregivers who worked for
14 24 Hour in the State of California at any time during the PAGA Period.

15 Notably, the relief provided for under the Settlement, and the claims released thereunder,
16 are solely for the payment of *civil penalties* under the PAGA, and not for any underlying Labor
17 Code violations. The release also encompasses only PAGA civil penalties based upon the alleged
18 failure to reimburse business expenses, and only for such claims arising during the PAGA Period,
19 which as noted above, ended on February 23, 2023.

20 In deciding whether to grant approval of a PAGA settlement, the primary issue is whether
21 the settlement is fair, reasonable, and adequate. As set forth herein, the proposed Settlement
22 embodies all of the features of a settlement that is fair, reasonable, and adequate, as it: (1) is the
23 product of arm’s-length negotiations; (2) was negotiated by attorneys experienced in wage-and-
24 hour issues and PAGA litigation with the assistance of an experienced, neutral mediator; (3) was
25 negotiated after undertaking sufficient discovery and investigation to evaluate the relative
26 strength and value of Plaintiff’s PAGA claim and 24 Hour’s defenses thereto; and (4) reflects a
27 reasoned compromise based on the relative strength and value of the PAGA claim, as well as the
28 risks, expenses, complexity, and likely duration of further litigation.

As noted above, the Settlement provides for a GSA of \$1,500,000.00. After deducting amounts for requested attorneys' fees (\$500,000.00), litigation costs (\$26,322.40), Plaintiff's enhancement payment of \$7,500, and Administration Costs of \$37,650, the Settlement provides for distribution of a Net Settlement Amount ("NSA") of approximately \$928,527.60 to be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"). See Settlement, §§ I.8, III.4-5; Declaration of Tuvia Korobkin ("Korobkin Decl."), ¶¶ 25-27 & Exhs. 3-4; Declaration of Jodey Lawrence, ¶ 16 & Exh. B.

The NSA shall be distributed 75% (approximately \$696,395.70) to the LWDA, and 25% (approximately \$232,131.90) to Aggrieved Employees, on a *pro rata* basis based on their respective number of pay periods worked for 24 Hour during the PAGA Period, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(i). See Settlement, § III.3; Korobkin Decl., ¶ 16. There are approximately 16,634 Aggrieved Employees, resulting in average payments of approximately \$13.96 to the Aggrieved Employees. Korobkin Decl., ¶ 16.

This Settlement represents a reasonable recovery for the State of California and Aggrieved Employees. Of particular relevance here is the United States Supreme Court's recent opinion in *Viking River Cruises, Inc. v. Moriana* ("Viking River"), which the California Supreme Court's "Iskanian rule" that a PAGA claim could not be compelled to arbitration. *Viking River*, 142 S.Ct. 1906 (2022); *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014). *Viking River* also held that once an individual PAGA claim is compelled to arbitration, the plaintiff lacks standing to prosecute other employees' PAGA claims ("non-individual PAGA claims"), and therefore those PAGA claims must be dismissed. *Viking River*, 142 S.Ct. at 1913.¹

Here, Plaintiff signed an arbitration agreement with 24 Hour, which 24 Hour contends applies to her PAGA claim. Thus, if this matter had not settled and this Court had followed the U.S. Supreme Court's ruling in *Viking River*, 24 Hour may have been able to compel this case to

¹ Some California appellate courts have rejected the latter portion of *Viking River*'s state-law standing analysis. (See, e.g., *Piplack v. In-N-Out Burgers*, 88 Cal.App.5th 1281 (2023).) The standing question is set to be decided by the California Supreme Court in *Adolph v. Uber Technologies*, Case No. S274671 (review granted July 20, 2022).

individual arbitration based on the arbitration agreement signed by Plaintiff, potentially barring Plaintiff from recovering PAGA civil penalties for violations suffered by other employees.

In addition, the California Court of Appeal in *Wesson v. Staples* (“*Wesson*”) held that PAGA claims that are unmanageable may be dismissed. *See Wesson*, 68 Cal.App.5th 746, 770-771 (2021). Therefore, further litigation may have resulted in a smaller recovery, or even no recovery at all, if 24 Hour had been able to convince the Court that Plaintiff’s claim was unmanageable in whole or in part.

Moreover, the GSA exceeds other PAGA penalty awards approved as reasonable by California courts. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving total PAGA set-aside of \$5,000, or \$7.49 per employee); *Cabrera v. Advantage Sale & Marketing, LLC*, Case No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, Mar. 12, 2013) (approving PAGA set-aside of \$10,000, or \$3.33 per employee).

Further, the amounts requested for attorneys’ fees and costs, Plaintiff’s enhancement payment, and settlement administration costs are fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed] Judgment and Order submitted herewith.

II. SUMMARY OF THE LITIGATION

A. Brief Factual Background and Summary of Claims

24 Hour provides in-home care services for seniors and individuals with developmental disabilities. Korobkin Decl., ¶ 9. Plaintiff was employed by 24 Hour as a Caregiver from approximately November 2019 to July 2022. *See* Declaration of Tanae Johnson (“Johnson Decl.”), ¶ 2.

Plaintiff’s PAGA claim is predicated solely on 24 Hour’s alleged failure to reimburse work-related expenses. Plaintiff contends that 24 Hour required caregivers to use their personal cell phones or other personal devices to record and submit their hours worked, and to communicate with management. As explained below, 24 Hour denies Plaintiff’s allegations and asserts several affirmative defenses to Plaintiff’s claims.

///

1 **B. Relevant Procedural History**

2 On August 29, 2022, Plaintiff provided written notice to the LWDA and 24 Hour of her
3 intent to pursue civil penalties under PAGA for alleged violations of the California Labor Code,
4 including, *inter alia*, Labor Code sections 2802, 2804, and 1198 for failing to indemnify or
5 reimburse employees for business expenses, as required by Labor Code § 2699.3. *See* Settlement,
6 § II.1; Korobkin Decl., ¶ 11 & Exh. 2.²

7 After the submission of Plaintiff's PAGA notice, counsel for the parties engaged in
8 multiple substantive discussions about the case, and agreed to attend an early private mediation
9 with mediator Jeffrey A. Ross, Esq. Korobkin Decl., ¶ 12. The parties further agreed to enter into
10 a tolling agreement for Plaintiff's PAGA claim pending mediation. *Id.*

11 **C. Pre-Mediation Discovery and Mediation**

12 In connection with mediation, 24 Hour informally produced information and documents
13 pertaining to Plaintiff and other Aggrieved Employees, including a 20% sampling of payroll data
14 for the Aggrieved Employees, hundreds of pages of relevant policy documents, and additional
15 data points including the number of pay periods worked during the putative PAGA period.
16 Korobkin Decl., ¶ 13. Plaintiff retained an expert economist with a Ph.D. in economics to assist in
17 creating a comprehensive damages model. *Id.*

18 On January 24, 2023, the Parties participated in a day-long mediation with Mr. Ross. *See*
19 Korobkin Decl., ¶ 14. The Parties vigorously debated Plaintiff's ability to proceed on a
20 representative basis, the legal basis for Plaintiff's claim and 24 Hour's defenses, the impact of
21 *Viking River* and *Wesson*, and the Parties' data analyses and conclusions based thereon. *Id.* With
22 Mr. Ross' assistance, the Parties agreed to resolve Plaintiff's PAGA claim, subject to Plaintiff's
23 counsel's review of 24 Hour's financial condition. *Id.*

24 ² As noted in the Settlement, Plaintiff's PAGA letter also included alleged overtime, meal period,
25 and rest period violations. However, 24 Hour subsequently provided Plaintiff's counsel with
26 evidence that Plaintiff worked for 24 Hour only as a personal attendant pursuant to Wage Order
27 15 and that Plaintiff worked exclusively in 24 Hour's Disabilities Services division providing
28 services to regional center clients. *See* Settlement, § II.2. Personal attendants working for
Regional Center clients are exempt from the overtime and meal and rest period claims alleged in
the PAGA letter. In light of this evidence, Plaintiff decided not to proceed with PAGA claims
predicated on alleged overtime, meal and rest periods, and derivative violations, and to proceed
only with a PAGA claim predicated on alleged failure to indemnify/reimburse business expenses.

24 Hour subsequently provided multiple years of financial documents and tax returns to Plaintiff's counsel, and Plaintiff's counsel reviewed those records with the assistance of a forensic accountant, in order to verify 24 Hour's representations regarding its financial condition. Korobkin Decl., ¶ 15. After Plaintiff's counsel concluded their review of the financial records, the Parties negotiated and finalized the Settlement now before the Court. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. "Aggrieved Employees" Defined

As noted above, "Aggrieved Employees" consist of all current and former hourly-paid or non-exempt caregivers who worked for 24 Hour in the State of California during the PAGA Period, i.e., from August 29, 2021 through February 23, 2023. *See* Settlement, § I.2.

B. Monetary Terms

The Settlement provides for 24 Hour's payment of a Gross Settlement Amount ("GSA") of \$1,500,000.00, to be paid in three installments such that it is fully funded by January 2024.³ *See* Settlement, §§ I.8, III.2. After deducting requested attorneys' fees, litigation costs, Plaintiff's service award, and Settlement Administration costs, the Settlement provides for the Net Settlement Amount ("NSA") to be distributed 75% to the LWDA and 25% to Aggrieved Employees, per Labor Code § 2699(i). *See* Settlement, §§ III.3. The Aggrieved Employees' portion of the NSA is estimated to be \$232,131.90 and will be paid to all Aggrieved Employees *pro rata* based on the proportional number of pay periods worked by each Aggrieved Employee for 24 Hour in California during the PAGA Period. *Id.*

1. Attorneys' Fees, Costs, Administration Costs, and Service Award

Plaintiff's counsel requests one-third of the GSA (i.e., \$500,000) in attorneys' fees, and \$26,322.40 in litigation costs. *See* Settlement, § III.4; Korobkin Decl., ¶ 28 & Exh. 4. As discussed in detail below, a fee award of one-third of the GSA is fair, adequate, and reasonable as a percentage of the fund and as confirmed by a lodestar cross-check, and is in line with fee awards in other PAGA settlements.

³ The payment plan was warranted based on 24 Hour's financial condition, as reviewed by Plaintiff's counsel with the assistance of a forensic accountant. Korobkin Decl., ¶ 16.

1 The Parties have agreed to engage Phoenix Settlement Administrators (“Phoenix”) as the
2 third-party Settlement Administrator. *See* Settlement, § IV.1. Phoenix will update Aggrieved
3 Employees’ addresses using the National Change of Address database, calculate and distribute
4 individual Employee Payments, mail payments to all Aggrieved Employees together with
5 the Cover Letter, and perform other duties that are integral to the effectuation of the Settlement.
6 *Id.*, §§ IV. 2-3. Plaintiff requests that the Court approve \$37,650 in Administration Costs to
7 Phoenix, which will cover all costs incurred by Phoenix in connection with the Settlement. *Id.* at
8 § III. 6; *see also* Declaration of Jodey Lawrence (“Lawrence Decl.”), ¶ 16 & Exh. B.

9 Finally, Plaintiff requests an enhancement payment of \$7,500, in recognition of
10 her contributions to this case and her efforts in bringing this case to successful resolution. *See*
11 Settlement, § III. 5; Johnson Decl., ¶¶ 4-6.

12 **2. Payment to LWDA and Aggrieved Employees**

13 The NSA will be distributed 75% to the LWDA and 25% to Aggrieved Employees,
14 pursuant to Labor Code § 2699(i). Based on the above requested distributions, the NSA is
15 estimated to be \$928,527.60, with \$696,395.70 paid to the LWDA and \$232,131.90 distributed
16 to Aggrieved Employees. Korobkin Decl., ¶ 17.

17 **3. Funding of the Settlement**

18 As noted, 24 Hour will pay the Gross Settlement Amount in three installments: (i)
19 \$850,000 within 10 days of Court approval; (ii) \$325,000 by August 31, 2023; and (iii) \$325,000
20 by January 24, 2024. 24 Hour will make payments to the Settlement Administrator and the
21 Settlement Administrator shall hold payments in escrow pending approval of the settlement and
22 disbursement. *See* Settlement. § III.2.

23 Within fifteen (15) calendar days after the Settlement has been fully funded, the
24 Settlement Administrator shall mail copies of the cover letter along with individual Employee
25 Payments to all Aggrieved Employees. *See* Settlement, § IV.2. Funds from any settlement checks
26 remaining uncashed after 180 days shall escheat to the California State Controller’s Office for
27 deposit in the Unclaimed Property Fund, in the name of the Aggrieved Employee. *See*
28 Settlement, § IV.3.

1 **IV. LEGAL ARGUMENT**

2 **A. Standards for Approval of a PAGA Settlement**

3 The settlement of a PAGA claim requires court approval pursuant to the PAGA statute,
4 which states that the “court shall review and approve any settlement of any civil action filed
5 pursuant to this part.” Labor Code § 2699(l). Of course, “[s]ettlement is a compromise, which
6 balances the possible recovery against the risks inherent in litigating further.” *See In re TD*
7 *Ameritrade Account Holder Litig.*, 2011 WL 4079226 at *9 (N.D. Cal. Sept. 13, 2011). “[T]he
8 very essence of a settlement is... ‘a yielding of absolutes and an abandoning of highest hopes,’”
9 as “it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive
10 litigation that induce consensual settlements.” *Officers for Justice v. Civil Service Com.*, 688 F.2d
11 615, 624 (9th Cir. 1982). As such, “the settlement or fairness hearing is not to be turned into a
12 trial or rehearsal for trial on the merits” or “judged against a hypothetical or speculative measure
13 of what might have been achieved by the negotiators.” *Id.*

14 Although the PAGA statute does not set forth the criteria by which a PAGA settlement is
15 to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a
16 class action settlement. However, “a PAGA claim asserted on a non-class representative basis...is
17 not considered a class action but a law enforcement action, and therefore does not have to meet
18 the requirements of [a class action].” *Casida v. Sears Holdings Corp.*, 2012 WL 253217 at *3
19 (E.D. Cal. Jan. 26, 2012); *Mendez v. Tween Brands, Inc.*, 2010 WL 2650571 at *4 (E.D. Cal. Jul.
20 1, 2010) (“PAGA claims are law enforcement actions, not class actions”). A court’s review of a
21 PAGA settlement implicates the following unique features that render the approval process
22 distinct from approval of a class action settlement.

23 First, in evaluating a PAGA settlement, the court is not concerned with amount(s) received
24 by “aggrieved employees,” but rather, must focus on the total settlement amount in achieving
25 PAGA’s objective. “The remedy sought in a PAGA suit consists of civil penalties, not individual
26 or class damages.” *Mendez*, 2010 WL 2650571 at *4. “Unlike class actions, these civil penalties
27 are not meant to compensate unnamed employees because the action is fundamentally a law
28 enforcement action.” *Ochoa-Hernandez v. Cjaders Foods, Inc.*, No. C-08-2073-MHP, 2010 WL

1 1340777 at *4 (N.D. Cal. Apr. 2, 2010). As our Supreme Court confirmed, “PAGA claims are
2 ‘representative’ actions in the sense that they are brought on the state’s behalf. The employee...
3 ‘represents the same legal right and interest as’ those agencies — ‘namely, recovery of civil
4 penalties that otherwise would have been assessed and collected by the [LWDA].” *ZB, N.A. v.*
5 *Superior Court*, 8 Cal.5th 175, 185 (2019) (citing *Iskanian*, 59 Cal.4th at 380).

6 Moreover, while “[a PAGA] action is ... designed to protect the public and penalize the
7 employer for past illegal conduct” (*Mendez*, 2010 WL 2650571 at *4), a PAGA settlement – like
8 any settlement – involves a compromise that stops short of rendering findings of liability and
9 damages. “Unlike a class action seeking damages or injunctive relief for injured employees, the
10 purpose of PAGA is to incentivize private parties to recover civil penalties for the government
11 that otherwise may not have been assessed and collected by overburdened state enforcement
12 agencies.” *Ochoa-Hernandez*, 2010 WL 1340777 at *4.

13 Second, consistent with the fact that unnamed employees have no property interest in a
14 PAGA claim⁴, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they
15 have the ability to opt-out of the representative PAGA claim.” *Ochoa-Hernandez*, 2010 WL
16 1340777 at *5; *see also Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476, 482 (2020)
17 (recognizing that “there is no mechanism for opting out of the judgment entered on the PAGA
18 claim.”). This renders the approval process of a PAGA settlement distinct from a class action
19 settlement, as the Court need not employ the “two-step approval process” required for class action
20 settlements under Fed. R. Civ. Proc. Rule 23(e) and Cal. Rule of Court 3.769.

21 Finally, unlike a class action settlement under Fed. R. Civ. Proc. Rule 23(e) or Cal. Rule
22 of Court 3.769, the scope of release in a PAGA settlement is limited to *civil penalties*. While
23 “judgment in [a PAGA] action is binding not only on the named employee Plaintiffs but also on
24 government agencies and any aggrieved employee not a party to the proceeding...the non-party
25 employees, because they were not given notice of the action or afforded any opportunity to be
26

27 ⁴ “The [PAGA] does not create property rights or any other substantive rights” as “[i]t is simply
28 a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code
violations—that otherwise would be sought by state labor law enforcement agencies.”
Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct., 46 Cal.4th 993, 1003 (2009).

1 heard, would not be bound by the judgment as to remedies other than civil penalties.” *Arias v.*
2 *Sup. Ct.*, 46 Cal. 4th 969, 986-87 (2009).

3 **B. Factors in Evaluating a Representative PAGA Settlement**

4 In deciding whether to approve a proposed settlement, a trial court has broad powers to
5 determine if the proposed settlement is fair under the circumstances of the case. *Mallick v. Sup.*
6 *Ct.*, 89 Cal.App.3d 434, 438 (1979). In exercising these powers, the overriding concern is to
7 ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.*,
8 48 Cal.App.4th 1794, 1801 (1996) (internal quotations omitted). Relevant factors for the Court to
9 consider include, but are not limited to:

10 [T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely
11 duration of further litigation, the risk of maintaining class action status
12 through trial, the amount offered in settlement, the extent of discovery
completed and the stage 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.

13 *Id.* These factors require balancing, are non-exhaustive, and trial courts should tailor the factors
14 to each case and give due regard to “what is otherwise a private consensual agreement between
15 the parties.” *Id.* In the context of a PAGA settlement, the third and eighth factors (risk of
16 maintaining class action status and reaction of class members to settlement) are inapplicable.

17 Because settlements inherently involve compromise, even a settlement providing for
18 substantially narrower relief than might be obtained if the suit were successfully litigated can be
19 reasonable because “the public interest may indeed be served by a voluntary settlement in which
20 each side gives ground in the interest of avoiding litigation.” *Wershba v. Apple Computer, Inc.*,
21 91 Cal.App.4th 224, 250 (2001) (quoting *Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.*,
22 455 F.2d 101, 109 (7th Cir. 1972)).

23 Courts also review the discovery process and information received through it to aid them
24 in assessing whether the parties sufficiently developed the claims and their supporting factual
25 bases before reaching settlement. *Kullar*, 168 Cal.App.4th at 129-31. Information is sufficient
26 where it allows the parties and the court to form “an understanding of the amount that is in
27 controversy and the realistic range of outcomes of the litigation.” *Clark v. Am. Residential Serv.*
28 *LLC*, 175 Cal.App.4th 785, 801 (2009). This requirement exists so that the parties can provide

the court with “a meaningful and substantiated explanation of the manner in which the factual and legal issues have been evaluated.” *Kullar*, 168 Cal.App.4th at 132.

1. *The Strength of Plaintiffs’ Case*

While Plaintiff is confident in the merits of her claim, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. Korobkin Decl., ¶ 18. First and foremost was the risk that the United States Supreme Court opinion in *Viking River* could cause the outright dismissal of Plaintiff’s representative PAGA claim, as noted above. 24 Hour also presented multiple defenses with respect to the merits of Plaintiff’s claims. For example, 24 Hour argues that it maintains a lawful reimbursement policy that provides for expense reimbursement upon request, and if such request was not made, 24 Hour had no reason to know that the employee incurred a work-related expense. *See Hammitt v. Lumber Liquidators, Inc.*, 19 F.Supp.3d 989, 1000 (S.D. Cal. 2014) (holding there is no violation of section 2802 where employer does not know or have reason to know an expense was incurred); *Stuart v. RadioShack Corp.*, 641 F.Supp.2d 901, 904 (N.D. Cal. 2009) (“[B]efore an employer’s duty to reimburse is triggered, it must either know or have reason to know that the employee has incurred an expense.”).

24 Hour further contends that its handbook expressly provides that employees do not need to use their personal cell phones for work, that many employees did not in fact use their personal cell phones, and that employees’ timekeeping records can be submitted manually, making any use of a personal electronic device voluntary and therefore not necessary or reasonable. *See USS-POSCO Industries v. Floyd Case*, 244 Cal.App.4th 197, 205-06 (2016) (Voluntary or optional expenses are not required to be reimbursed.); *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal.4th 554, 568-69 (2007) (An expense which is not required by definition isn’t a “necessary expense,” and therefore cannot trigger liability under Section 2802.)

Moreover, 24 Hour argues that Plaintiff’s PAGA claim is unmanageable since it would require individualized inquiries into, *inter alia*, which employees opted to use a personal cell phone; whether each employee’s cell phone use was reasonable depending on the employee’s specific set of circumstances; and if the expense was reasonable, the amount of damages for each employee. *See Wesson*, 68 Cal.App.5th at 770-771 (representative claims cannot proceed where

an employee group’s claims are unmanageable at trial); *Fenley v. Rite Aid Corporation*, 2015 WL 8240387 at *2 (Santa Clara Sup. Ct. Sept. 15, 2015) (“While it is true that a PAGA action is not subject to the same requirements as a class action, when numerous individualized determinations would be necessary to determine whether any class member has been injured by [a defendant’s] conduct, then allowing a representative action to proceed is inappropriate.”); *Raphael v. Tesoro Refining & Marketing Co. LLC*, No. 2:15-cv-02862-ODW, 2015 WL 5680310 at *3 (C.D. Cal. Sept. 25, 2015) (striking PAGA claim as unmanageable where court “would have to engage in a multitude of individualized inquiries” to assess alleged violations as to thousands of employees).

24 Hour also argues that even if liability were established for some aggrieved employees, this Court would utilize its discretion under Labor Code § 2699(e)(2) to substantially reduce the amount of penalties awarded. Particularly here, where employees used personal cell phones for limited work-related reasons, and given 24 Hour’s good-faith defenses and financial condition, 24 Hour argues this Court would not award anywhere near the full PAGA penalty. Indeed, 24 Hour argues, many courts have reduced PAGA penalties drastically where the employer presented good-faith defenses and attempted to comply with the law. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties because “defendants took their obligations...seriously and attempted to comply with the law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487, 2011 WL 7563047 at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by over 82%, in part because employer “not aware” of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA penalty of just \$5 per pay period where employer made “good faith attempts” to comply with the law).

Thus, while Plaintiff was prepared to litigate her claims through trial, she faced substantial challenges in prevailing in this matter and it is dubious whether she could have obtained a better result than that which will be provided through the Settlement. This factor supports approval.

2. Risk, Expense, Complexity, and Duration of Further Litigation

As discussed above, *Viking River* and *Wesson* posed a threat to this case, that may have resulted in the dismissal of Plaintiff’s representative PAGA claim if not for the Settlement. Therefore, at the time the settlement was reached, Plaintiff faced tremendous risk that continued

litigation would have resulted in the dismissal of her representative PAGA claim. This factor therefore supports approval of the Settlement. Moreover, Plaintiff would likely have had to litigate this case for a prolonged period of time before reaching a judgment, and would have had to engage in significant written discovery, deposition discovery, and law and motion work in order to bring this case to judgment. The Settlement provides relief to Aggrieved Employees and the State of California and obviates the need for protracted litigation and its inherent risks.

3. Amount Offered in Settlement Given Realistic Value of Claims

The proposed Settlement provides a fair and reasonable monetary recovery for the State of California and Aggrieved Employees in the face of vigorously disputed claims, when compared with the potential realistic exposure.

Based on data provided by 24 Hour, there were approximately 186,980 pay periods worked by Aggrieved Employees during the PAGA Period. See Settlement, § III.13; Korobkin Decl., ¶ 22. Labor Code § 2699(f)(2) provides for PAGA civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. However, courts have interpreted section 2699(f)(2) to only impose the \$200 subsequent penalty after an employer has been notified that its conduct violates the Labor Code. See *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207 (2008) (finding “initial” violation rate applies until employer is notified that it is violating the Labor Code); *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (citing *Amaral* and holding employer should not have been subject to “subsequent violation” penalties because it “was not notified by the Labor Commissioner or any court that it was subject to the California Labor Code until the district court partially granted Plaintiffs’ motion for summary judgment”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854, at *5 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”).

Therefore, assuming that Plaintiff could prove a Labor Code violation in each pay period, Plaintiff calculated 24 Hour’s maximum potential PAGA exposure at \$18,698,900

(i.e., the \$100 “initial” violation penalty per pay period). Korobkin Decl., ¶ 22. However, as discussed above, 24 Hour raised numerous defenses to Plaintiff’s claims, both on the merits and with respect to the amount of penalties that might be awarded. 24 Hour also raised financial concerns at mediation and substantiated those concerns through financial documentation it provided to Plaintiff’s counsel. Additionally, at the time of mediation, there was a looming threat that *Viking River* and/or *Wesson* could preclude any representative PAGA recovery at all.

In the face of 24 Hour’s numerous defenses on the merits and the hurdles potentially imposed by the *Viking River* and *Wesson* rulings, Plaintiff discounted the potential exposure by 60% for the risk of failing to prevail on the merits, the risk of having her representative claim dismissed in whole or in part, and the risk of not being able to prove a violation in each pay period; and by an additional 70% for the risk of the Court reducing penalties, resulting in a realistic potential exposure of approximately \$2,243,868. Korobkin Decl., ¶ 22. Thus, Plaintiff believes that the negotiated settlement of \$1,500,000, which equals about 67% of the realistic PAGA exposure, is in the best interests of the LWDA and Aggrieved Employees and well within the range of reasonableness, particularly in light of 24 Hour’s financial condition. *Id.*; see also *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”) (internal quotations omitted).

Approval of the Settlement is appropriate, as the Settlement will provide tangible monetary relief to Aggrieved Employees and the State of California while avoiding the risks and costs of continued litigation and trial.

4. Discovery Completed and the Status of Proceedings

As noted above, the Parties engaged in substantial informal discovery to evaluate the PAGA claim. Korobkin Decl., ¶ 13. 24 Hour provided Plaintiff with a 20% sampling of Aggrieved Employees’ payroll records; a list containing all Aggrieved Employees’ hire dates, termination dates, pay frequency, and other information; hundreds of pages of policy documents; and other data points, in order for Plaintiff’s counsel to investigate Plaintiff’s

1 allegations and value the claims prior to mediation. *Id.* Plaintiff also retained an expert economist
2 with a Ph.D. in economics to assist in creating a comprehensive damages model. *Id.* As noted
3 above, 24 Hour also provided Plaintiff’s counsel with extensive financial information, including
4 tax returns and financial documents for multiple years, so that Plaintiff’s counsel could assess 24
5 Hour’s financial condition. Only after the completion of this comprehensive discovery process,
6 and significant discussions about the likelihood of prevailing on the merits, did the Parties agree
7 to the proposed Settlement. Thus, this factor supports settlement approval.

8 **5. *The Experience and Views of Counsel***

9 “Parties represented by competent counsel are better positioned than courts to produce a
10 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enter. Sec.*
11 *Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Plaintiff is represented by experienced counsel with
12 extensive experience, who believe this Settlement to be fair and adequate for all involved.
13 Korobkin Decl., ¶¶ 2-9. This factor strongly supports settlement approval. *Kullar*, 168
14 Cal.App.4th at 130 (“The court undoubtedly should give considerable weight to the
15 competency and integrity of counsel and the involvement of a neutral mediator in assuring itself
16 that a settlement agreement represents an arm’s length transaction entered without self-dealing
17 or other potential misconduct.”).

18 **C. The Requested Award of Attorneys’ Fees is Reasonable as a Percentage of the**
19 **Settlement Fund as Confirmed by a Lodestar Cross-Check**

20 Plaintiff is entitled to attorneys’ fees in this PAGA action under Labor Code §
21 2699(g)(1), which provides that “[a]ny employee who prevails in any [PAGA] action shall be
22 entitled to an award of reasonable attorneys’ fees and costs.” *See also Gouskos v. Aptos Village*
23 *Garage, Inc.*, 94 Cal.App.4th 754, 765 (2001) (holding that attorneys’ fees to prevailing party are
24 mandatory when the statute uses the word “shall”). It is undisputed that by obtaining PAGA
25 penalties for the LWDA and Aggrieved Employees, Plaintiff has prevailed. *See Graciano v.*
26 *Robinson Ford Sales*, 144 Cal.App.4th 140, 153 (2006) (“[P]laintiffs may be considered
27 ‘prevailing parties’ for attorney’s fee purposes if they succeed on any significant issue in the
28 litigation that achieves some of the benefit the parties sought in bringing suit.”).

1 A fee award is justified where the legal action has produced its benefits by way of
2 settlement. *See, e.g., Maria P. v. Riles*, 43 Cal.3d 1281, 1290-91 (1987); *Westside Comty.*
3 *for Independent Living, Inc. v. Obledo*, 33 Cal.3d 348, 352-53 (1983); *Serrano v. Priest*, 20
4 Cal.3d 25, 34 (1977) (“when a number of persons are entitled in common to a specific fund, and
5 an action brought by a plaintiff...for the benefit of all results in the creation or preservation of
6 that fund, such plaintiff...may be awarded attorney’s fees out of the fund.”); *Serrano v. Unruh*,
7 32 Cal.3d 621, 627 (1982) (in awarding a fee from the common fund obtained for the benefit of
8 all parties, the trial court acts within its equitable power to prevent the other parties’ unjust
9 enrichment); *Rawlings v. Prudential-Bache Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the
10 percentage of the fund method for calculating attorneys’ fees more accurately reflects the results
11 achieved for the putative class than the lodestar method and “establishes reasonable expectations
12 on the part of plaintiffs’ attorneys as to their expected recovery; and it encourages early
13 settlement, which avoids protracted litigation.”); *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294,
14 300 (3d Cir. 2005) (“The percentage-of-recovery method is generally favored in common fund
15 cases because it allows courts to award fees from the fund ‘in a manner that rewards counsel for
16 success and penalizes it for failure.’”).

17 Fee awards of one-third of the settlement fund are routinely awarded in California courts
18 in class and representative PAGA actions. The California Supreme Court confirmed its approval
19 of the use of the “percentage of fund” method. *See Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th
20 480, 506 (2016) (“the percentage of fund method survives in California class action cases...”)
21 Specifically, the *Laffitte* Court held:

22 The recognized advantages of the percentage method—including relative ease of
23 calculation, alignment of incentives between counsel and the class, a better
24 approximation of market conditions in a contingency case, and the
25 encouragement it provides counsel to seek an early settlement and avoid
unnecessarily prolonging the litigation—convince us the percentage method is a
valuable tool that should not be denied our trial courts.

26 *Id.*, at 503 (internal citation omitted). Indeed, “[F]ee awards in class actions average around one-
27 third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008); *see also*,
28 *e.g., Chavez v. Saticoy Lemon Ass’n*, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29,

2015) (approving attorneys’ fees of one-third of settlement fund in PAGA settlement). This is also consistent with Plaintiff’s counsel’s experience in similar wage-and hour class and PAGA matters. Korobkin Decl., ¶ 23.

Here, Plaintiff’s fee request of one-third of the GSA (estimated to be \$500,000), which is the same percentage approved by the California Supreme Court in *Laffitte*, is fair and reasonable based on the percentage of the recovery method, as confirmed by a lodestar cross-check.

In *Laffitte*, the California Supreme Court held that trial courts have discretion to assess the reasonableness of fee awards with tools such as the “lodestar cross-check,” whereby the trial court calculates counsel’s lodestar and determines whether the “lodestar multiplier” needed to bring the lodestar on par with the percentage of recovery is reasonable. *Laffitte*, 1 Cal.5th at 503-06. While a trial court may utilize the lodestar cross-check, it need not do so. *Id.*, at 506 (“[w]e hold further that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee.”).

Under the lodestar method, the court multiplies the number of hours reasonably expended by each attorney or legal staff member by their reasonable hourly rates, then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the contingent nature of the case and the degree of success achieved. *See Serrano v. Priest*, 20 Cal.3d 25, 48-49 (1977); *Ketchum v. Moses*, 24 Cal.4th 1122, 1132-36 (2001); *Thayer v. Wells Fargo Bank*, 92 Cal.App.4th 819, 834 (2001) (“There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).

“Multipliers can range from 2 to 4 or even higher.” *Wershba*, 91 Cal.App.4th at 255; *see also, e.g., Chavez*, 162 Cal.App.4th at 49-50, 66 (approving multiplier of over 2.5); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) (upholding multiplier of 3.65). In representative actions such as this one, where Plaintiff’s counsel efficiently and effectively protected the rights of the Aggrieved Employees and where the value of the benefit conferred to the group “can be monetized with a reasonable degree of certainty,” the Court may “adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is

reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 557 (2009).

In this case, and as represented in the table below, Plaintiff’s counsel have a lodestar of approximately \$176,305, resulting in a modest multiplier of about 2.8 compared to the \$500,000 fee request. Korobkin Decl., ¶ 25. The billing rates used are reasonable in view of the evidence submitted herewith. *Id.*, ¶¶ 26-27 & Exh. 3 (2022-2023 *Laffey* Matrix).

Name	Rate	Hours	Pre-Multiplier Lodestar
Tuvia Korobkin (14th Year Attorney)	\$675	176.1	\$118,867.50
W. Zev Abramson (10th Year Attorney)	\$600	12.6	\$7,560.00
Rijenea Appling (1st Year Attorney)	\$375	118.5	\$44,437.50
Paralegals	\$200	27.2	\$5,440.00
Total Lodestar			\$176,305.00

As discussed above, this case presented significant risks, including the risk of the *Viking River* and *Wesson* decisions that could have effectively concluded or severely curtailed the case. It is fair and reasonable to account for these risks in compensating Plaintiff’s counsel, as well as the risks involved in undertaking this litigation and expending considerable effort while working on a pure contingency basis. Since undertaking representation of Plaintiff, Plaintiff’s counsel dedicated substantial resources to this litigation, including expending \$26,322.40 in litigation costs, without receiving any compensation to date. Korobkin Decl., ¶ 28 & Exh. 4. Plaintiff’s counsel conducted significant pre-filing research regarding the merits of Plaintiff’s claims, her ability to recover PAGA civil penalties, and 24 Hour’s potential defenses. Plaintiff’s counsel also conducted extensive informal discovery, and analyzed the data and information produced by 24 Hour, retained an expert economist to assist with creating a comprehensive damages model, and drafted a comprehensive mediation brief. *Id.* Plaintiff’s counsel also attended a private mediation, and subsequently expended significant effort in working with a retained forensic accountant to review 24 Hour’s financial records and confirm its financial condition, before accepting the proposed settlement. Plaintiff’s counsel then spent

considerable time and effort negotiating and preparing settlement documents, this Motion and supporting documents, and will expend additional time attending the hearing on this Motion and overseeing the settlement administration process. *Id.* Given the significant potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. Korobkin Decl., ¶ 24. The quality of Plaintiff's counsel's work, and the efficacy and dedication with which it was performed, should be compensated.

Plaintiff's counsel achieved a significant monetary recovery in an uncertain and risky case, while bearing the substantial burden of representation on a contingency basis, and the fees requested are in line with the market rate. *Vizcaino*, 290 F.3d at 1048-51 (finding that exceptional results in a contingency case, significant risk and the absence of supporting precedents, are proper considerations in awarding attorneys' fees). Here, as noted above, Plaintiff's counsel expended significant time and resources in litigating this case, which resulted in an excellent result for Plaintiff, the State of California, and Aggrieved Employees in the face of significant defenses. Counsel also bore the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as the State of California (which elected not to take the case after receiving Plaintiff's notification letter).

Critically, Plaintiff's recovery for the State of California and Aggrieved Employees of approximately \$928,527.60 (the Net Settlement Amount) significantly exceeds other PAGA awards approved by California courts. *See, e.g., Aguirre v. DSW, Inc.*, 2012 WL 11875296, *3 (C.D. Cal. Nov. 29, 2012) (\$10,000 PAGA payment); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *7 (E.D. Cal. Oct. 31, 2012) (approving \$10,000 PAGA payment, finding it "comports with settlement approval of PAGA awards in other cases. [Citations.]"); *Boyd v. Bank of Am. Corp.*, 2014 WL 6473804, *8 (C.D. Cal. Nov. 18, 2014) (\$18,750 PAGA payment); *Franco v. Ruiz Food Prods.*, 2012 WL 5941801, *14 (E.D. Cal. Nov. 27, 2012) (\$10,000 PAGA payment); *Chu v. Wells Fargo Inv., LLC*, 2011 WL 672645, *1 (N.D. Cal. Feb. 16, 2011) (\$10,000 PAGA payment).

Plaintiff's counsel's previous experience in litigating wage and hour representative actions also supports the reasonableness of the fee request. Plaintiff's counsel is well-versed in

1 wage and hour class and PAGA action litigation. *See* Korobkin Decl., ¶¶ 2-7. Plaintiff’s counsel
2 has also been certified as class counsel in multiple class action cases alleging wage and hour
3 claims. *Id.* Plaintiff’s counsel’s experience in similar matters was integral in evaluating the
4 strengths and weaknesses of this case and the reasonableness of the Settlement. Because
5 it is reasonable to compensate Plaintiff’s counsel commensurate with their skill, reputation,
6 and experience, the requested fee award is fair, reasonable and adequate, and should therefore be
7 approved. Based on all of the above, Plaintiff respectfully submits that the requested fee award
8 is fair, reasonable and adequate and should be approved.

9 **D. The Requested Litigation Costs and Settlement Administration Costs Are**
10 **Fair, Reasonable, and Adequate**

11 Plaintiff’s request for reimbursement of litigation costs of \$26,322.40 is also fair and
12 reasonable. All of Plaintiff’s litigation costs were reasonably incurred. *See* Korobkin Decl., ¶
13 28 & Exh. 4. Moreover, the costs Plaintiff seeks are the types of costs routinely approved by
14 courts. *See, e.g., Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (counsel should recover
15 “those out- of-pocket expenses that would normally be charged to a fee paying client”); *Ashker v.*
16 *Sayre*, 2011 WL 825713 at * 3 (N.D. Cal. Mar. 7, 2011) (“costs of reproducing pleadings, motions
17 and exhibits are typically billed by attorneys to their fee-paying clients” and are reimbursable);
18 *In re Immune Response Sec. Litig.*, 497 F.Supp.2d 1166, 1177-78 (S.D. Cal. 2007) (mediation
19 expenses, consultant and expert fees, postage, filing fees, messenger and overnight delivery costs,
20 and other costs are reimbursable).

21 Likewise, the request for administration costs of \$37,650 is also fair and reasonable.
22 Phoenix was selected because it is an experienced settlement administrator and returned a
23 reasonable bid. *See* Declaration of Jodey Lawrence & Exhibits. Moreover, Phoenix will perform
24 several important functions that are integral to the implementation of the Settlement. *Id.* Its
25 requested fee is therefore reasonable.

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On the below date, I served a true copy of the foregoing documents described as:

**DECLARATION OF TUVIA KOROBKIN IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT AND REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT PAYMENT**

**DECLARATION OF JODEY LAWRENCE IN SUPPORT OF PLAINTIFF TANAE
JOHNSON’S NOTICE OF MOTION AND MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE ATTORNEYS’ FEES, COSTS, AND
ENHANCEMENT PAYMENT**

on all interested parties in this action directed as follows:

/ / (BY MAIL): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary

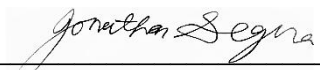
1 course of business. I am aware that on motion of the party served, service is presumed invalid if
2 postal cancellation date or postage meter date is more than one day after date of deposit for
3 mailing in affidavit.

4 / / (BY OVERNIGHT MAIL): I am readily familiar with the firm's practice of collection
5 and processing for overnight delivery. Under such practice, I caused the aforementioned
6 document(s) to be delivered to an overnight courier service, carrier fees paid and deposited in an
7 overnight delivery drop-box and/or delivered to an overnight carrier.

8 / X/ (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the
9 foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code
10 Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251.

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

13 Executed on May 24, 2023 at Studio City, California.

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15 _____
16 Declarant, Jonathan Segura
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