

TOREY JOSEPH FAVAROTE (SBN: 198521)
DAVID H. DANNING (SBN: 354477)
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
tfavarote@gleasonfavarote.com
ddanning@gleasonfavarote.com

Attorneys for Plaintiff ANGEL PEREZ
On behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ANGEL PEREZ, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

HILTON MANOR, LLC; BLUE JAY
MANOR, LLC; JUNIPER MANOR, LLC;
BRIGHT SKY HOME HEALTH CARE,
INC.; BRIGHT SKY HOSPICE CARE INC.;
ELEANOR ISWINARI POSNER; and DOES
3-50, inclusive,

Defendants.

) Case No. CIVSB2220728

) **MEMORANDUM IN SUPPORT OF**
) **MOTION FOR FINAL APPROVAL OF**
) **CLASS ACTION SETTLEMENT AND**
) **AWARD FOR ATTORNEYS' FEES,**
) **COSTS, AND CLASS REPRESENTATIVE**
) **ENHANCEMENT**

) Date: March 12, 2025

) Time: 8:30 a.m.

) Judge: Hon. Christian Towns

) Dept: S-26

) Action Filed: September 16, 2022

) Trial Date: None

///

///

///

///

///

///

TABLE OF CONTENTS

I. INTRODUCTION.....	1
II. BACKGROUND.	2
A. Factual Background.....	2
B. Procedural History.....	2
C. Discovery and Investigation of Facts Prior to Settlement.....	3
III. THE SETTLEMENT.....	3
A. Principal Terms.	4
IV. THE SETTLEMENT ADMINISTRATION.....	5
V. FINAL APPROVAL OF THE CLASS SETTLEMENT IS WARRANTED.....	6
A. The Settlement Resulted From Arm’s Length Negotiations.	6
B. The Settlement Has No Obvious Deficiencies.	7
C. The Settlement Falls Well Within the Range of Possible Approval.	8
D. The Amount Allocated to the Class is Fair and Favorable.....	9
VI. CLASS COUNSEL’S EFFORTS.	9
A. The Requested Enhancement Awards to the Named Plaintiff Is Fair and Reasonable.	10
1. The Class Has Benefited Significantly from Plaintiff’s Efforts.	11
2. Plaintiff Took a Substantial Burden and Risk for the Class.....	11
3. The Requested Amount of the Enhancement Award is Reasonable.....	12
B. The Requested Attorney’s Fees and Costs and Fair and Reasonable.....	12
1. Summary of Class Counsel’s Efforts.	13
2. The Attorney’s Fees Request is Fair and Appropriate Under the Common Fund Method.....	13
3. The Fees Appropriately Cross-Check with the Lodestar Method.....	17
VII. CONCLUSION.....	18

TABLE OF AUTHORITIES

Federal Cases

<i>Singer v. Becton Dickinson and Co.</i> , 08-cv-821 IEG (BLM), 2010 WL 2196104, at *9 (S.D. Cal. June 1, 2010).....	12
<i>Aceves v. AutoZone, Inc.</i> , No. 5:14-CV-02032 [ECF 58] (C.D. Cal. Nov. 18, 2016).....	9
<i>Cook v. Niedert</i> , 142 F. 3d 1004 (7th Cir. 1998).....	10
<i>Feist v. Petco Animal Supplies, Inc.</i> , No. 3:16-cv-01369-H-DHB [ECF 48] (S.D. Cal. 2018)	9
<i>Hensley v. Eckerhart</i> , (1983) 461 U.S. 424	15
<i>In re Excess Value Ins. Coverage Litig.</i> , No. M-21-84 (RMB) 2004 U.S. Dist. LEXIS 14822, at *34 (S.D.N.Y. July 30, 2004).....	7
<i>In re Inter-Op Hip Prosthesis Liab. Litig.</i> , 204 F.R.D. 330 (N.D. Ohio 2001).....	7
<i>In re Prudential Ins. Co. of America Sales Practice Litigation</i> , (D.N.J. 2000) 106 F. Supp.2d 721	17
<i>In re TFT-LCD (Flat Panel) Antitrust Litig.</i> , Case, No. 3:07-md-1827 SI, 2011 WL 7575003 (N.D. Cal. Dec. 27, 2011)	12
<i>In re Warner Communications Sec. Lit.</i> , (S.D.N.Y. 1985) 618 F.Supp. 735	16
<i>Officers for Justice</i> , 688 F.2d	9
<i>Rhom v. Thumbtack, Inc.</i> , 2017 WL 4642409 (N.D. Cal. Oct. 17, 2017)	9
<i>Rodriguez v. West Publ. Corp.</i> , 2007 WL 2827379 (C.D. Cal. Sept. 10, 2007).....	10
<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003)	10, 11
<i>Van Vranken v. Atl. Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	11
<i>Wal-Mart Stores, Inc. v. Dukes</i> , 564 U.S. 338 (2011)	8
<i>Williams v. Vukovich</i> , 720 F.2d 909 (6th Cir.1983).....	6

State Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp,</i> (2001) 85 Cal. App. 4th 1135.....	6, 7
<i>Crampton v. Takegoshi,</i> (1993) 17 Cal.App.4th 308.....	15
<i>Dunk v. Ford Motor Company,</i> 48 Cal.App.4th 1794 (1996).....	15
<i>Ketchum v. Moses,</i> 24 Cal. 4th 1122 (2001).....	17
<i>Lealao v. Beneficial Cal., Inc.,</i> 82 Cal.App.4th 19 (2000).....	14, 15, 16
<i>Rebney v. Wells Fargo Bank,</i> (1990) 220 Cal. App. 3d 1117.....	6
<i>Serrano v. Priest,</i> 20 Cal.3d 25 (1977).....	15, 17
<i>Wershba v. Apple Computer, Inc.,</i> 91 Cal. App. 4th 224 (2001).....	9

State Statutes

Business & Professions Code § 17200, et. seq.....	5
Labor Code § 1194.....	4
Labor Code § 1198.....	4
Labor Code § 226(a).....	4
Labor Code § 510.....	4
Labor Code § 558.....	4
Labor Code § 558.1.....	4
Labor Code §§ 201-203.....	4

State Rules

Cal. R. Ct. 3.769(g).....	6
Rule 3.769, California Rules of Court.....	6

Other Authorities

2 Herbert Newberg & Alba Conte, <u>Newberg on Class Actions</u> , § 11.41 at 90 (4th Ed. 2002)	7
4 Newberg and Conte, <u>Newberg on Class Actions</u> § 14.6 (4th ed.2007).....	14, 16
4 William B. Rubenstein et al., <u>Newberg on Class Actions</u> § 11:38 (4th ed. 2008)	10
A. Conte, <u>Attorney Fee Awards</u> , 2nd Ed. 1993, 104, p.6.....	16
<u>Common Fund and Common Fund Problems: Fee Objections and Class Counsel's Response,</u>	
17 Rev. Litig. 525 (Summer 1995).....	16
<u>Incentive Awards to Class Action Plaintiffs: An Empirical Study,</u>	
53 U.C.L.A. L.Rev. 1303 (2006).....	11
Wage Order No. 5.....	2
Weil and Brown, <u>California Practice Guide</u> , <i>Civil Procedure Before Trial</i> , Chapter 14, section 14:14.....	15

1 **I. INTRODUCTION.**

2 Plaintiff Angel Perez (“Plaintiff”) seeks final approval of the \$600,000.00 class action
3 settlement (the “Settlement”)¹ with defendants Hilton Manor, LLC (“Hilton”), Juniper Manor, LLC
4 (“Juniper”), and Elizabeth Iswinari Posner (“Posner”) (Hilton, Juniper, and Posner are collectively
5 referred to as “Defendants”²). On October 29, 2024, the Court granted preliminary approval of the
6 class action Settlement. The Settlement resolves the overtime claim, as well as the derivative wage
7 statement and waiting time penalty claims of Plaintiff and the 119³ Class Members against
8 Defendants from September 16, 2018 to December 1, 2020 (the “Class Period”) as described
9 below.⁴

10 The Settlement satisfies all of the criteria for final approval and falls well within the range
11 of approval. It has been met with overwhelming support by the Class, which is evidenced by the
12 fact **that there were no opt-outs out of 119 Class Members and no Class Member has objected**
13 **to the Settlement.** (Declaration of Nicole Bench “Bench Decl.” ¶¶ 11-12, Favarote Decl. ¶ 16).
14 The class has 119 members. (Bench Decl. ¶ 13, Favarote Decl. ¶ 16). If the Court awards all
15 amounts sought, the average Class Member will receive \$3,109.66, the highest gross payment to a
16 Class Member would be \$11,325.48. (Bench Decl. ¶ 14, Favarote Decl. ¶ 16).

17 Gross Settlement Fund:	\$600,000.00;
18 Class Counsel Fees (33.3%):	\$200,000.00;
19 Class Counsel Expenses:	\$12,000.00;
20 Enhancement Award:	\$10,000.00;

21
22 ¹ A copy of the fully executed Settlement Agreement, including its exhibits, is attached as
23 Exhibit 1 to the Favarote Declaration.

24 ² On January 11, 2024, Plaintiff dismissed her claims without prejudice against Blue Jay
25 Manor, LLC, Bright Sky Home Healthcare, Inc., and Bright Sky Hospice Care, Inc. leaving only
26 Hilton, Juniper, and Posner as defendants remaining in this action.

27 ³ Upon the claim administrator’s receipt of the data, it was revealed that the anticipated
28 number of putative Class Members of 142 double counted individuals who worked at both Hilton
and Juniper at the same time. The new number of 119 putative Class Members corrects that double
counting issue and has no substantive effect on the value of the Settlement which is based on the
total number of workweeks worked, which has not changed.

⁴ Plaintiff is seeking the dismissal of the unsettled class claims and the PAGA claim in this
Action without prejudice should final approval of the Settlement be granted. (Favarote Decl. ¶ 10).
The Class Period and claims settled in this action all occurred prior to the start of the PAGA
liability period and thus no PAGA claims are being settled or released.

ILYM Group Fees:	\$8,000.00;
Net Settlement Fund	\$370,000.00

Accordingly, Plaintiff requests that the Court grant final approval of the Settlement and approve the Class Representative Enhancement in the amount of \$10,000, and Class Counsel's request for attorney's fees of \$200,000 (33.3% of the Settlement) and costs of \$12,000.

II. BACKGROUND.

A. Factual Background.

Defendants operate small 24-hour residential nursing facilities in San Bernardino County. Plaintiff alleges that during the Class Period Defendants utilized an invalid alternative workweek schedule ("AWS") that did not comply with Wage Order No. 5. Plaintiff's theory of recovery is that without having lawfully implemented an AWS, Plaintiff and the Class Members are entitled to overtime wages after 8 hours in a day for each shift worked during the Class Period. The 119 Class Members are all current and former nurses who worked at Defendants' two facilities at issue in this case.

Plaintiff Angel Perez worked as a nurse for Defendants throughout the Class Period. (Perez Decl. ¶ 3). During the Class Period Perez and the Class Members worked an alternative workweek schedule ("AWS") of 3 days a week and 12 hours a workday, without the payment of overtime after 8 hours in a workday. On or around October 27 and 26, 2020 Defendants held new AWS elections.⁵ (Favarote Declaration in Support of Preliminary Approval ¶ 23). During the Class Period Plaintiff was not paid overtime after working 8 hours in a workday. (*Id.*) As a result, Plaintiff did not receive accurate wage statements showing overtime earned and was not paid all wages owed to her when she ended her employment with Defendants in April of 2022. (*Id.*)

B. Procedural History.

On September 16, 2022, Plaintiff filed this wage and hour class action against Hilton Manor, LLC, Bright Sky Hospice Care, Inc., Bright Sky Home Health Care Inc., and Eleanor Iswinari Posner asserting seven causes of action. On January 10, 2023, Plaintiff filed a first

⁵ The results of those AWS elections, which were reported to the Department of Industrial Relations show that the employees involved in those AWS elections unanimously voted in favor of the AWS schedule. (Favarote Declaration in Support of Preliminary Approval ¶ 24).

1 amended complaint including a PAGA cause of action and adding Blue Jay Manor, LLC, and
2 Juniper Manor, LLC as defendants. On January 11, 2024, Plaintiff dismissed Blue Jay Manor,
3 LLC, Bright Sky Hospice Care, Inc., and Bright Sky Home Health Care, Inc. from this action
4 without prejudice. On March 21, 2024, the parties attended a mediation with respected wage and
5 hour mediator Daniel Turner, Esq. Plaintiff reserved an April 30, 2024 hearing date for a motion
6 for class certification and briefed a motion for class certification prior to the mediation. (Favarote
7 Decl. ¶ 8). After the mediation, on March 26, 2024, the parties accepted a mediator's proposal.
8 (*Id.*) On April 8, 2024, the parties signed a binding memorandum of understanding, and on June
9 18, 2024 signed the long form Settlement Agreement that is before the Court. (Favarote Decl. ¶ 9).

10 **C. Discovery and Investigation of Facts Prior to Settlement.**

11 Class Counsel has conducted significant investigation since the inception of the action as
12 detailed in the concurrently filed declaration of Torey Joseph Favarote (referred to as "Class
13 Counsel"). Class Counsel's investigation as to the Class claims included the exchange of
14 substantial information and data pursuant to formal and informal discovery methods, including
15 multiple days of deposition including deposition of Defendants' person most knowledgeable
16 ("PMK") and defendant Posner, 77 special interrogatories, 143 requests for production of
17 documents, and several sets of form interrogatories. (Favarote Decl. ¶ 8). Defendants produced
18 around 1,300 documents, including nearly 1,000 pages of time and payroll records for the putative
19 Class. (Favarote Decl. ¶ 20). Defendants also provided their confidential tax records for the past
20 three years to support that the Settlement is fair, reasonable, and in the best interests of the putative
21 Class Members. (Favarote Decl. ¶ 21).

22 Class Counsel represents that they have thoroughly reviewed all of the produced data,
23 records, testimony, and information provided by Defendants, and thoroughly investigated
24 Plaintiff's class and representative claims against Defendants. (Favarote Decl. ¶¶ 20-24).

25 **III. THE SETTLEMENT.**

26 The following is a summary of the material elements of the Settlement.

27 ///

28 ///

1 **A. Principal Terms.**

2 Defendants will pay \$600,000.00 (the “Gross Settlement Amount”) to settle the Action on a
3 class-wide basis for the 119 putative Class Members. (Settlement, § 3.1; Favarote Decl. ¶ 12). The
4 total number of workweeks settled under the Settlement Agreement is 5,410. (Settlement, § 8;
5 Favarote Decl. ¶ 12). The conditionally certified Class is defined as:

6 **All persons currently or formerly employed by Defendants**
7 **Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid,**
8 **non-exempt employees who worked an alternative workweek**
 schedule of 12 hours a workday, 3 workdays a workweek from
 September 16, 2018 to December 1, 2020. (the “Class”)

9 (Settlement, § 1.4; Favarote Decl. ¶ 11).

10 From the Gross Settlement Amount will be paid: (i) a Net Settlement Amount of
11 \$370,000.00 which will be distributed *pro rata* to the Class Members (no Class Member has opted
12 out); (ii) Class Representative Payment to Plaintiff in the amount of \$10,000.00 (as approved by
13 the Court) to compensate her for her services to the Class in pursuing in the Action and the risk she
14 assumed on behalf of the Class Members; (iii) Class Counsel attorneys’ fees of \$200,000.00
15 (33.3% of the Gross Settlement Amount as approved by the Court) to compensate them for their
16 services to the Class in prosecuting the Action and securing the Settlement, and Class Counsels’
17 litigation expenses of up to \$12,000.00 (as approved by the Court); (iv) a payment to the
18 Settlement Administrator for its reasonable fees and expenses incurred in administering the
19 Settlement, which are estimated at approximately \$8,000.00; (v) any other fees or expenses (other
20 than attorneys’ fees and expenses) incurred in implementing the terms and conditions of Settlement
21 and securing the judgment from the Court pursuant to the Settlement. None of the Gross
22 Settlement Amount will revert to Defendants. (Settlement, § 3; Favarote Decl. ¶ 13).

23 Before individual payroll taxes, the average Individual Net Settlement Payment to Class
24 Members is approximately \$3,109.66. (Bench Decl. ¶ 14).

25 Once the judgment becomes final, Class Members who do not opt out of the Settlement will
26 release their claims against the Defendants arising under Labor Code §§ 510, 558, 558.1, 1194, and
27 1198 for the failure to pay overtime wages; Labor Code § 226(a) for failure to provide accurate
28 itemized wage statements under; Labor Code §§ 201-203 for waiting time penalties; and Business

1 & Professions Code § 17200, et. seq., that were raised or that could have been raised in the Action
2 based on the facts alleged in the operative complaint during the Class Period. (Favarote Decl. ¶ 15;
3 Settlement § 5.2). The putative Class Members are not releasing any other claims they may have
4 during the Class Period, nor are they releasing any claims they may have against Defendants which
5 may arise outside of their employment with Hilton and Juniper, or outside the Class Period. (Id.)

6 **IV. THE SETTLEMENT ADMINISTRATION.**

7 The parties selected, and the Court approved, ILYM Group, Inc. (“ILYM” or “Settlement
8 Administrator”) as the settlement administrator. Nicole Bench with ILYM was the designated
9 Claims Administrator for the administration of this class action settlement. (Bench Decl. ¶ 3).

10 On October 31, 2024, ILYM received the Court approved text for the Notice of Class
11 Action Settlement (“Class Notice”) from Counsel for Plaintiff. (Bench Decl. ¶ 4). A draft of the
12 Class Notice was prepared by ILYM and approved by the parties. (Bench Decl. ¶ 4, Attached as
13 Exhibit A to the Bench Declaration is a copy of the final Class Notice).

14 On December 10, 2024, counsel for Defendants provided ILYM with a mailing list
15 containing Class Members’ names, last known addresses, social security numbers, and total
16 number of applicable work weeks (“Class Members’ Data”). (Bench Decl. ¶ 5). The Class
17 Members’ Data contained data for 119 Class Members.

18 On December 23, 2024, Class Notices were mailed to the 119 Class Members contained in
19 the Class Member Data via First Class mail. (Bench Decl. ¶ 7). The Class Notice advised Class
20 Members that they could opt-out of the class action by February 6, 2025, or submit an objection
21 postmarked by February 6, 2025. (Bench Decl. ¶ 7, Exhibit A). 16 Class Notice Packets were
22 returned as undeliverable as of February 12, 2025. (Bench Decl. ¶ 8). ILYM performed
23 computerized skip traces for the 16 Class Members returned Notice Packets that did not have a
24 forwarding address, in an effort to obtain an updated address for purposes of re-mailing the Notice
25 Packet. (Bench Decl. ¶ 8). Of the 16 skip traces performed, 9 updated addresses were obtained,
26 and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S. First
27 Class Mail. (Bench Decl. ¶ 9). Of the 16 address traces performed, 7 Notice Packets have been
28 deemed undeliverable as no updated address was found notwithstanding the skip tracing. (Bench

1 Dec. ¶ 10).

2 ILYM received zero requests for exclusion and has not received any objections to the
3 Settlement. (Bench Decl. ¶¶ 11-12).

4 **V. FINAL APPROVAL OF THE CLASS SETTLEMENT IS WARRANTED.**

5 The process for approving a settlement is set forth in Rule 3.769, California Rules of Court.
6 The decision of whether a settlement is fair, reasonable, and adequate is made at the final approval
7 stage, after notice of the settlement has been given to the class members and they have had an
8 opportunity to voice their views of the settlement or to exclude themselves from the settlement.
9 See Cal. R. Ct. 3.769(g).

10 At the final fairness hearing, “[t]he trial court has broad discretion to determine whether the
11 settlement is fair.” *Rebney v. Wells Fargo Bank* (1990) 220 Cal. App. 3d 1117, 1138. It should
12 consider relevant factors, such as the strength of plaintiff’s case, the risk, expense, complexity and
13 likely duration of further litigation, the risk of maintaining class action status through trial, the
14 amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
15 the experience and views of counsel, the presence of a governmental participant, and the reaction
16 of the class members to the proposed settlement. *7-Eleven Owners for Fair Franchising v.*
17 *Southland Corp.*, (2001) 85 Cal. App. 4th 1135, 1146.

18 In granting the preliminary approval motion, the Court reviewed the nature of the case, the
19 history of the litigation, and the legal requirements for approval of a class settlement. The
20 proposed settlement clearly satisfies the standard for final approval as it is well within the range of
21 possible approval and there are no grounds to doubt its fairness as evidenced by the fact that there
22 were no requests for exclusions out of 119 Class Members and no one in the Class objected to the
23 Settlement. (Bench Decl. ¶¶ 11-12).

24 **A. The Settlement Resulted From Arm’s Length Negotiations.**

25 There is an initial presumption that a proposed settlement is fair and reasonable when it is
26 the result of arm’s length negotiations. *See Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th
27 Cir.1983) (“The court should defer to the judgment of experienced counsel who has competently
28 evaluated the strength of his proofs”); *In re Excess Value Ins. Coverage Litig.*, No. M-21-84

1 (RMB) 2004 U.S. Dist. LEXIS 14822, at *34 (S.D.N.Y. July 30, 2004) (“Where ‘the Court finds
2 that the settlement is the product of arm’s length negotiations conducted by experienced counsel
3 knowledgeable in complex class litigation, the settlement will enjoy a presumption of fairness”);
4 *In re Inter-Op Hip Prosthesis Liab. Litig.*, 204 F.R.D. 330, 351 (N.D. Ohio 2001) (granting
5 preliminary settlement approval) (“when a settlement is the result of extensive negotiations by
6 experienced counsel, the Court should presume it is fair”); *see also* 2 Herbert Newberg & Alba
7 Conte, Newberg on Class Actions, § 11.41 at 90 (4th Ed. 2002).

8 Here, the Settlement was reached following arms’ length negotiations following extensive
9 discovery. Class Counsel’s investigation as to the Class claims included the exchange of
10 substantial information and data pursuant to formal and informal discovery methods, including
11 multiple days of deposition including the deposition of Defendants’ person most knowledgeable
12 (“PMK”) and defendant Posner, 77 special interrogatories, 143 requests for production of
13 documents, and several sets of form interrogatories. (Favarote Decl. ¶ 20). Defendants produced
14 around 1,300 documents, including nearly 1,000 pages of time and payroll records for the putative
15 Class. (Favarote Decl. ¶ 20-21). Defendants also provided their confidential tax records for three
16 years to support that the Settlement is fair, reasonable, and in the best interests of the putative Class
17 Members. (Favarote Decl. ¶ 21).

18 Plaintiff prepared a motion for class certification and reserved a hearing date. Plaintiff took
19 off the hearing in light of the parties’ mediation. (Favarote Decl. ¶ 23). Plaintiff’s motion for class
20 certification was supported by a compendium of more than 150 pages of, *inter alia*, cited
21 deposition testimony, declarations, Defendants’ policy documents, and Defendants’ AWS
22 documents, in addition to a Class Action Trial Plan. (*Id.*)

23 On March 21, 2024, the parties attended a full day mediation, and accepted the mediator’s
24 proposal on March 26, 2024. (Favarote Decl. ¶ 24). On June 18, 2024, the parties executed a
25 Memorandum of Agreement. (*Id.*)

26 **B. The Settlement Has No Obvious Deficiencies.**

27 It is well settled that the Court may appropriately infer that a class action settlement is fair
28 and reasonable when, among other reasons, few class members object to it. *7-Eleven Owners for*

1 *Fair Franchising, supra* (2000) 85 Cal.App.4th at 1153 (noting the “overwhelming positive” class
2 member response to the settlement and the small number of objectors (9 out of 5,454 class
3 members)). Here, there have been no requests for exclusions and no objections to the Settlement.
4 (Bench Decl. ¶¶ 11-12). Each participating Class Member will receive an average estimated
5 Settlement Share of \$3,109.66 before their individual taxes. (Favarote Decl. ¶ 27). This is a
6 favorable result. (*Id.*)

7 **C. The Settlement Falls Well Within the Range of Possible Approval.**

8 The Settlement represents a fair and reasonable resolution given the substantial risks of
9 expense and delay of continued litigation versus the certain and immediate recovery for the Class
10 Members. Indeed, if the matter were to proceed to trial, there are numerous uncertainties
11 associated with trial and the apparent strength of the case is no guarantee that the Class would
12 receive a favorable verdict as to liability or damages.

13 Defendants maintain that resolution of each claim would require highly individualized
14 analysis of the facts and circumstances of each putative Class Member’s individual work history
15 and schedules worked, the individual working flexibility offered to each Class Member, and that
16 any violation of the law was unwilling and that Defendants always attempted to pay all waged
17 owed in good faith. Defendants have argued that they always engaged in at least substantial
18 compliance with the law and that working a 3 day a week, 12 hours a day, AWS is industry
19 standard in the nursing industry. Accordingly, while Plaintiff believes this is a strong case for
20 certification and on the merits for the overtime claim, there is always risk and significant expenses
21 associated with class certification proceedings and appeals, especially where, as here, there are
22 substantial arguments regarding the willfulness of the alleged violations. Decertification motions
23 and reversals following trial are also a legitimate risk in light of the U.S. Supreme Court decision
24 in *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-50 (2011).

25 These uncertainties, along with the financial viability of small businesses like Defendants,
26 bore heavily on the negotiations leading to the Settlement. In the face of these legal and financial
27 uncertainties, the parties agreed to a compromise Settlement of \$600,000.00. A settlement is not
28 judged *solely* against what might have been recovered had a plaintiff prevailed at trial, nor does a

1 settlement have to provide 100% of the damages sought to be fair and reasonable. *See Wershba v.*
2 *Apple Computer, Inc.*, 91 Cal. App. 4th 224, 246, 250 (2001) (“Compromise is inherent and
3 necessary in the settlement process ... [E]ven if the relief afforded by the proposed settlement is
4 substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to
5 a class settlement because the public interest may indeed be served by a voluntary settlement in
6 which each side gives ground in the interest of avoiding litigation.”) (internal quotation marks and
7 citation omitted); *Officers for Justice*, 688 F.2d 615 (9th Cir. 1982) at 628 (“It is well-settled law
8 that a cash settlement amounting to only a fraction of the potential recovery will not . . . render the
9 settlement inadequate or unfair.”).

10 **D. The Amount Allocated to the Class is Fair and Favorable.**

11 The Class consists of 119 individuals who worked for Defendants. (Favarote Decl. ¶ 12).
12 Each participating Class Member will receive an average settlement of approximately \$3,109.66
13 before employment taxes. (*Id.*) These numbers compare favorably with other settlements. *See,*
14 *e.g., Rhom v. Thumbtack, Inc.*, 2017 WL 4642409 (N.D. Cal. Oct. 17, 2017) (granting final
15 approval of claims-made settlement where 66,676 class members shared in \$225,000.00 settlement,
16 amounting to \$3.30 gross per class member); *Aceves v. AutoZone, Inc.*, No. 5:14-CV-02032 [ECF
17 58] (C.D. Cal. Nov. 18, 2016) (granting final approval where 206,650 class members shared in
18 \$5,700,000.00 settlement - \$27.58 gross and approximately \$20.00 net per class member); *Feist v.*
19 *Petco Animal Supplies, Inc.*, No. 3:16-cv-01369-H-DHB [ECF 48] (S.D. Cal. 2018) (granting final
20 approval; 37,279 class members shared in \$1,200,000 settlement- \$32.00 gross and approximately
21 \$20.00 net per class member).

22 **VI. CLASS COUNSEL’S EFFORTS.**

23 Class Counsel has spent over 424.7 hours in the Action and have incurred \$231,450.00 in
24 legal fees and \$15,246.37 in costs. (Favarote Decl. ¶ 33). Prior to agreeing to settle the case, Class
25 Counsel conducted significant investigation as detailed in the concurrently filed declaration of
26 Torey Joseph Favarote.

27 Class Counsel’s investigation as to the class claims included the exchange of substantial
28 information and data pursuant to formal and informal discovery methods, including multiple days

1 of deposition including deposition of Defendants' person most knowledgeable ("PMK") and
2 defendant Posner, 77 special interrogatories, 143 requests for production of documents, and several
3 sets of form interrogatories. (Favarote Decl. ¶ 20). Defendants produced around 1,300 documents,
4 including nearly 1,000 pages of time and payroll records for the putative Class. (Favarote Decl.
5 ¶ 20). Defendants also provided their confidential tax records for three years to support that the
6 Settlement is fair, reasonable, and in the best interests of the putative Class Members. (Favarote
7 Decl. ¶ 21). Class Counsel has thoroughly reviewed all of the produced data, records, testimony,
8 and information provided by Defendants, and thoroughly investigated Plaintiff's class and
9 representative claims against Defendants. (Favarote Decl. ¶¶ 20-24).

10 In addition to the copious discovery and substantial meet and confer efforts, the parties also
11 held an informal discovery conference with the Court on October 5, 2023, and scheduled another
12 informal discovery conference for November 1, 2023 which resulted in a minute order, to resolve
13 discovery issues in the case. Plaintiff also prepared a motion for class certification. (Favarote
14 Decl. ¶ 23). Plaintiff's motion for class certification was supported by a compendium of evidence
15 of nearly 150 pages of, *inter alia*, cited deposition testimony, declarations, and Defendant's policy
16 documents in addition to a Class Action Trial Plan. (Favarote Decl. ¶ 23).

17 **A. The Requested Enhancement Awards to the Named Plaintiff Is Fair and**
18 **Reasonable.**

19 Incentive awards to the class representatives are not only authorized, but entirely
20 appropriate. *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). "Because a named plaintiff
21 is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to
22 induce an individual to participate in the suit." *Cook v. Niedert*, 142 F. 3d 1004, 1016 (7th Cir.
23 1998); see also *Rodriguez v. West Publ. Corp.*, 2007 WL 2827379 (C.D. Cal. Sept. 10, 2007), *aff'd*
24 in part, *rev'd in part sub nom. Rodriguez v. West Publ. Corp.* 563 F.3d 948 (9th Cir. 2009)
25 [incentive awards should compensate for risks taken, such as "retaliation . . . , discrimination,
26 trouble finding employment, and significant financial risk."].

27 The *Rodriguez* court noted that "[i]ncentive awards are fairly typical in class action cases.
28 See 4 William B. Rubenstein et al., Newberg on Class Actions § 11:38 (4th ed. 2008); Theodore

1 Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*,
2 53 U.C.L.A. L.Rev. 1303 (2006)”. *Rodriguez, supra*, at 958 (italics in original).

3 In evaluating the enhancement award to a class representative, a court should consider all
4 relevant factors including: (1) the risk to the class representative in commencing suit, both financial
5 and otherwise; (2) the notoriety and personal difficulties encountered by the class representative;
6 (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation
7 and; (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the
8 litigation. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995); *see also*
9 *Staton v. Boeing Co., supra* at 977 (court should consider all “relevant factors including the actions
10 the plaintiff has taken to protect the interests of the class, the degree to which the class has
11 benefitted from those actions, . . . the amount of time and effort the plaintiff expended in pursuing
12 the litigation[,] . . . and reasonable fears of workplace retaliation.” (internal marks and citation
13 omitted)). Here, the relevant factors warrant final approval of the proposed enhancement award of
14 \$10,000.00 to Ms. Perez. A \$10,000.00 enhancement for Ms. Perez is warranted because her
15 efforts to step in to be the Class Representative has provided a substantial benefit to 119
16 individuals, most of whom she never knew or met. (Perez Decl. ¶¶ 5-9, Favarote ¶¶ 30-31).

17 **1. The Class Has Benefited Significantly from Plaintiff’s Efforts.**

18 Plaintiff Perez’s efforts have resulted in hundreds of thousands of dollars of compensation
19 for participating Class Members. Plaintiff Perez selflessly stepped forward to bring this case.
20 (Perez Decl. ¶¶ 8-9). Plaintiff Perez took time away from work and her family to speak to Class
21 Counsel and educate herself on the case, the claims, and the details of the proposed settlement
22 agreement. (Perez Decl. ¶ 8). Plaintiff Perez spoke to Class Counsel to discuss the details of the
23 settlement agreement before signing it. (Perez Decl. ¶¶ 6-8). Plaintiff Perez regularly
24 communicates with Class Counsel about the case status and next steps. (Perez Decl. ¶¶ 5, 8).

25 **2. Plaintiff Took a Substantial Burden and Risk for the Class.**

26 Plaintiff Perez took significant risks and burdens by stepping forward to keep this case
27 going on a class basis. First, she exposed herself to the potential for significant financial loss as
28 she arguably could have been found liable to pay Defendants’ costs if the case was unsuccessful.

1 Accordingly, she shouldered the risk of owing thousands of dollars in costs if they did not prevail.
2 (Perez Decl. ¶ 9).

3 Second, Plaintiff Perez subjected herself now—and in the future—to being stigmatized for
4 bringing a class action against her former employer. (Perez Decl. ¶ 9). Records of filings and
5 settlements of class actions are public and are readily accessible on-line and through pay services
6 (e.g., Lexis, etc.). Notwithstanding all of that, Plaintiff Perez stepped in to bring the class action
7 without regard to herself.

8 **3. The Requested Amount of the Enhancement Award is**
9 **Reasonable.**

10 For the reasons above, the proposed payment of \$10,000.00 (to Plaintiff Perez) -is fair
11 and reasonable. (Perez Decl., ¶ 10, Favarote Decl. ¶¶ 30-31). *See In re TFT-LCD (Flat Panel)*
12 *Antitrust Litig.*, Case No. 3:07-md-1827 SI, 2011 WL 7575003, at *2 (N.D. Cal. Dec. 27, 2011)
13 (approving \$15,000.00 incentive awards for 11 class representatives “in recognition of their work
14 performed for the benefit of the Class and risks undertaken”); *Singer v. Becton Dickinson and Co.*,
15 08-cv-821 IEG (BLM), 2010 WL 2196104, at *9 (S.D. Cal. June 1, 2010) (finding class
16 representative award of \$25,000.00 reasonable).

17 **B. The Requested Attorney’s Fees and Costs and Fair and Reasonable.**

18 This successful outcome for the Class was the product of significant work by Class
19 Counsel, Torey Joseph Favarote and David H. Danning of Gleason & Favarote LLP.⁶ Here, the
20 Settlement Agreement states that Class Counsel will make a motion for attorneys’ fees and costs at
21 the same time as the Motion for Final Approval of the Settlement, in the amount of 33.3% of the
22 total settlement or \$200,000 plus costs for the case in the amount of no more than \$12,000; which
23 is less than the fees and costs incurred in litigating this Action.

24 ///

25
26 ⁶ For ease of review, the summary of these efforts will be discussed together with an
27 analysis of the factors governing attorney fee awards. As a secondary “backup” to the percentage
28 of the common fund requested, Class Counsel will also discuss their Lodestar calculation in
connection with the efforts they have extended in this matter. The Lodestar discussion is merely
presented as a “double check” on the reasonableness of the “percentage of the common fund”
request which forms the basis of this fee application.

1 **1. Summary of Class Counsel's Efforts.**

2 Because this lawsuit is a common fund case, Class Counsel seeks an award of fees
3 reflecting the same, and commensurate with their demonstrated efficiency and ability in obtaining a
4 substantial award for the Class. As such, the use of the percentage of recovery methodology
5 should be applied. This number reflects positively upon the efforts expended by Class Counsel on
6 behalf of the absent Class Members.

7 The fruits of this lawsuit will provide a tremendous benefit to the Class Members. Before
8 individual payroll taxes, the average Individual Net Settlement Payment to Class Members is
9 approximately \$3,109.66. (Favarote Decl. ¶ 26; Bench Decl. ¶ 14).

10 Mr. Favarote has practiced law in California for over twenty-six (26) years and has
11 significant experience with wage-and-hour class litigation and has been appointed Class Counsel in
12 several other matters. The declaration of Torey Joseph Favarote, filed herewith, demonstrates the
13 depth and range of his experience. (Favarote Decl., ¶ 34, see also Declaration of Torey Joseph
14 Favarote in Support of the Motion for Preliminary Approval Decl. ¶¶ 52-55).

15 Class Counsel spent considerable time on this litigation which included (1) the drafting of a
16 motion for class certification; (2) Plaintiff's prosecution of a two person most knowledgeable
17 ("PMK") depositions, and the deposition of individual defendant Posner; (3) Defendants'
18 production of approximately 1,300 pages of records, including the putative Class Members' time
19 and payroll records during the Class Period after an informal discovery conference with the Court;
20 (4) Defendants' verified responses and supplemental responses to three sets of special
21 interrogatories, three sets of requests for production of documents, and two sets of requests for
22 admissions; and (5) Defendant's confidential production of tax documents related to its current
23 financial condition. (Favarote Decl. ¶¶ 20-24).

24 **2. The Attorney's Fees Request is Fair and Appropriate Under the**
25 **Common Fund Method.**

26 Class Counsel seeks an award of 33.3% of the total settlement or \$200,000.00, plus costs
27 for the case up to \$12,000. This amount is fair and reasonable under either the "Common Fund" or
28 "Lodestar" methods.

1 Class Counsel seeks to recover attorneys' fees based upon a percentage of the common
2 fund created by their efforts. While the contemporaneously filed declarations of Class Counsel sets
3 forth the "Lodestar" amounts as a "double check" of the percentage fee, Class Counsels' primary
4 basis for the fee award sought is based upon a percentage of recovery, in light of the efficiency
5 they exhibited in resolving this case for the benefit of the Class. As stated in *Newberg on Class*
6 *Actions, Fourth Edition*, vol. 4, p. 556, § 14.6:

7 Unlike the lodestar method which can encourage class counsel to
8 devote unnecessary hours to generate a substantial fee, under the
9 POR [percentage of recovery] method, the more the attorney
10 succeeds in recovering money for the client, and the fewer legal
11 hours expended to reach that result, the higher dollar amount of
fees the lawyer earns. Thus, one of the primary advantages of the
POR method is that it is thought to equate the interests of class
counsel with those of the class members and encourage class
counsel to prosecute the case in an efficient manner.

12 In short, Class Counsel should be rewarded for creating substantial recoveries for the Class
13 in the most efficient method possible.

14 California encourages attorneys to take the enormous risks of time and money necessary to
15 vindicate the public interest, and to protect the public policies underlying our employment laws.
16 To fulfill this policy, California law provides that attorney fee awards should be equivalent to fees
17 paid in the legal marketplace to compensate for the result achieved and risk incurred. *See Lealao v.*
18 *Beneficial Cal., Inc.*, 82 Cal.App.4th 19 (2000). Accordingly, Class Counsels' request is based on
19 marketplace standards.

20 In *Lealao*, the First District held that when an action leads to a recovery that can be
21 "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee
22 awarded is within the range of fees freely negotiated in the legal marketplace in comparable
23 litigation." *Id.* at 50. Even in cases where class members present claims against a potential
24 maximum settlement fund (*as opposed to the guaranteed payment here*), and the settlement
25 agreement provides that the defendant agrees to pay the attorneys a percentage of the same, use of
26 that percentage method is appropriate. *Id.* at 32.

27 In clear common fund cases, like the one before this Court, use of the percentage of
28 recovery as a basis for determination of attorneys' fees is the appropriate method. As noted by the

1 court in *Dunk v. Ford Motor Company*, 48 Cal.App.4th 1794, 1809 (1996), “In *Serrano v. Priest*,
2 20 Cal.3d 25 (1977) [citation omitted], the California Supreme Court acknowledged the use of a
3 percentage method in common fund cases.” Here, a common fund has been created, and it
4 contemplates payment of attorneys’ fees directly from that fund on a percentage basis.

5 The governing principles, as well as a survey of attorney fee jurisprudence (both in
6 California and throughout the country), are set out in *Lealao*. As the Court in *Lealao* explained, in
7 determining an attorney fee request, courts should strive to award fees equivalent to those “freely
8 negotiated in the legal marketplace in comparable litigation.” *Lealao, supra*, at 50. “If courts were
9 to ask what fee structure an informed, sophisticated client would use to compensate his attorney
10 when close monitoring is not feasible, they would at least have focused on the correct question.”
11 *Id.* at 48. As *Lealao* recognizes, fee awards that are too small will “chill the private enforcement
12 essential to the vindication of many legal rights and obstruct the representative actions that often
13 relieve the courts of the need to separately adjudicate numerous claims.” *Id.* at 53. Finally, an
14 attorney’s fee motion should not turn into “a second major litigation.” *Id.* at 31 (citing *Hensley v.*
15 *Eckerhart*, (1983) 461 U.S. 424, 437). Where the amount of the available settlement is a “certain
16 easily calculable sum of money,” California courts may calculate attorney fees as a reasonable
17 percentage of the settlement created. Weil and Brown, California Practice Guide, Civil Procedure
18 Before Trial, Chapter 14, section 14:145; *Dunk, supra*, at 1808.

19 The Common Fund Doctrine is predicated on the principle of preventing unjust enrichment.
20 It provides that when a litigant’s efforts create or preserve a fund from which others derive
21 benefits, the litigant may require the passive beneficiaries to compensate those who created the
22 fund. Both state and federal courts in California have embraced this doctrine. *Serrano v. Priest*
23 (*Serrano III*), *supra* at 35; *Crampton v. Takegoshi*, (1993) 17 Cal.App.4th 308, 317; *Vincent v.*
24 *Hughes Air West, Inc. supra*, 769.

25 In the present case, it is clear that the payments to the Class Members constitute a common
26 fund. Under the foregoing doctrine, courts have historically and consistently recognized that class
27 litigation is increasingly necessary to protect the rights of individuals whose injuries and/or
28 damages might not be resolved absent group representation.

1 Accordingly, in the determination of a reasonable common fund fee award, courts award
2 fees to serve as economic incentive for lawyers to bring class action litigation in order to achieve
3 increased access to the judicial system for meritorious claims and to enhance deterrents to
4 wrongdoing. See A. Conte, *Attorney Fee Awards*, 2nd Ed. 1993, 104, p.6.

5 The goal in a case such as this is to set a fee that approximates the probable terms of a
6 contingent fee contract negotiated by a sophisticated attorney and client in comparable litigation.
7 *Lealao, supra*, at 48. *In re Warner Communications Sec. Lit.* (S.D.N.Y. 1985) 618 F.Supp. 735,
8 Newberg on Class Actions, and other authorities in various judicial circuits all support the
9 conclusion that fees between 25% and 40% of a common fund have normally been awarded over
10 the past several years. Class Counsel's requested fee comes to 33.3%, a percentage well within the
11 range of reasonableness.

12 *Newberg on Class Actions Fourth Edition*, vol. 4, p. 560, § 14.6 contains an interesting
13 analysis and discussion of the concept of a marketplace analysis and why it is so valuable in
14 determining a percentage award:

15 [Goodrich and Silver⁷] ... suggest that fee awards should be
16 consistent with contingent fee arrangements negotiated in non-class
litigation:

17 1. . . . As Judge Posner emphasized in *In re Continental Illinois*
18 *Securities Litigations*, "[t]he object in awarding a reasonable
19 attorney's fee...is to simulate the market...**The class counsel are**
20 **entitled to the fee they would have received had they handled a**
21 **similar suit on a contingent fee basis, with a similar outcome, for**
22 **a paying client."** In non-class litigations, one-third contingency
fees are typical. In their concurring opinion in *Blum*, Justices
Brennan and Marshall observed that "[i]n tort suits, an attorney
might receive one-third of whatever the plaintiff recovers. In
those cases, therefore, the fee is directly proportional to the
recovery."

23 Here, the excellent result justifies the awarding of a fee that is consistent with the standard
24 market fee. Class Counsels' experience, reputation, and ability to obtain a substantial result for the
25 Class as expeditiously as possible should be rewarded.

26 ///

27
28 ⁷ Goodrich, Frank and Silver, Reagan, *Common Fund and Common Fund Problems: Fee*
Objections and Class Counsel's Response, 17 Rev. Litig. 525 (Summer 1995).

1 **3. The Fees Appropriately Cross-Check with the Lodestar Method.**

2 It is sometimes helpful for courts to “cross-check” a percentage award by employing a
3 Lodestar coupled with a multiplier analysis. While the Lodestar method is generally considered
4 inappropriate in a common fund case where real cash benefits are made available to class members,
5 such as in this case, its use can provide further validation of the appropriateness of the percentage
6 award. See, *In re Prudential Ins. Co. of America Sales Practice Litigation* (D.N.J. 2000) 106 F.
7 Supp.2d 721.

8 The fee total for Gleason & Favarote LLP (“G&F”) for prosecuting the Action is
9 \$231,450.00. The hours G&F expended litigating the Action total 424.7. (Favarote Decl. ¶ 33.)
10 The costs incurred by G&F prosecuting the Action total \$15,246.37. (*Id.*, Exhibit 2).

11 There is a two-step Lodestar/multiplier method adopted in *Serrano III, supra*, 20 Cal. 3d at
12 48, and reaffirmed in *Ketchum v. Moses*, 24 Cal. 4th 1122, 1134 (2001). Trial courts first calculate
13 the “Lodestar,” consisting of “all the hours reasonably spent, excluding those relating solely to the
14 fee,” times reasonable hourly rates. *Ketchum, supra*, at 1133. The Lodestar may then be enhanced
15 or multiplied to take into account factors other than hours and rates that go into the determination
16 of a reasonable attorneys’ fee, as “the unadorned lodestar reflects the general local hourly rate for a
17 fee-bearing case; it does not include any compensation for contingent risk, extraordinary skill, or
18 any other factors a trial court may consider” *Id.* at 1138.

19 Here, Class Counsel base their Lodestar on attorney hourly rates typically charged by
20 attorneys with similar years of experience in similar litigation. Mr. Favarote is an experienced
21 class action litigator with over 26 years of practice of law. Mr. Favarote’s rate is \$750.00 per hour.
22 (Favarote Decl., ¶ 34). Mr. Favarote was approved at this rate by this Court in the matters of *Jing*
23 *Dong Zhang v. CA Fan Tuan Inc., et. al.*, Case No. CIVSB2026778; *Arthur Barnes et. al. v. Target*
24 *Corp.*, Lead Case No. CIVDS2007761 (consolidated with Case Nos. CIVDS2012750 and
25 CIVDS2004578) and *Stokes et. al. v. Exact Staff, Inc.*, Case No. CIVDS1924628. Mr. Danning is
26 an associate who graduated from Loyola Law School in 2018 with a rate of \$320.00 per hour. Mr.
27 Danning has more than five years of experience with analyzing electronic time and payroll records
28 and worked as a law clerk on all of the cases listed above, justifying his hourly rate.

1 Class Counsel's attorney's fees requested (\$200,000) is less than the total fees billed by
2 Class Counsel which total \$231,450.00.

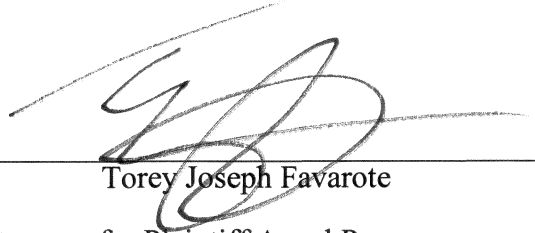
3 **VII. CONCLUSION.**

4 Based upon the foregoing, the parties respectfully request that the Court enter an order
5 granting final approval of the Settlement and approve the Class Representative Enhancement in the
6 amount of \$10,000 and Class Counsel's request for attorney's fees of \$200,000 (33.3% of the
7 Settlement) and costs up to \$12,000.

8 Dated: February 14, 2025

9 GLEASON & FAVAROTE LLP
10 TOREY JOSEPH FAVAROTE
11 DAVID H. DANNING

12 By: _____

13 
Torey Joseph Favarote

14 Attorneys for Plaintiff Angel Perez, on
15 behalf of herself and all others similarly
16 situated

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On February 14, 2025, I served a copy(ies) of the following document(s):

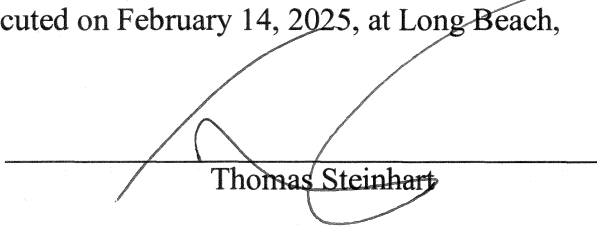
MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT

on the parties to this action as follows:

Attorney	Party(ies) Served	Method of Service
Erick J. Becker, P.C. Garrett Fahy Hwui Lee CUMMINS & WHITE, LLP 2424 S.E. Bristol St., Ste. 300 Newport Beach, CA 92660 Tel: (949) 852-1800 Fax: (949) 852-8510 ebecker@cwlawyers.com gfahy@cwlawyers.com hlee@cwlawyers.com dpimentel@cwlawyers.com dgabrielson@cwlawyers.com	Attorney for Defendants HILTON MANOR, LLC; BLUE JAY MANOR, LLC; JUNIPER MANOR, LLC; BRIGHT SKY HOME HEALTH CARE, INC.; BRIGHT SKY HOSPICE CARE INC.; and ELEANOR ISWINARI POSNER	Email

- ☐ [BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a commercial courier service for overnight delivery to the offices of the addressee(s).
- ☐ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Blue Moon Legal this date.
- ☐ [BY FACSIMILE TRANSMISSION] I caused said document to be sent by facsimile transmission to the fax number indicated for the party(ies) listed above.
- ☒ [BY ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on February 14, 2025, at Long Beach, California.


Thomas Steinhart