

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Matthew R. Snyder (SBN 350907)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
msnyder@toddfllaw.com
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

LOUISE FURMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE LEMOS FAMILY FARM INC.;;
and DOES 1-50, inclusive,

Defendants.

Case No.: 23CIV04280

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

Date: January 15, 2025

Time: 2:00 p.m.

Dept.: 28

Honorable Nicole S. Healy

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

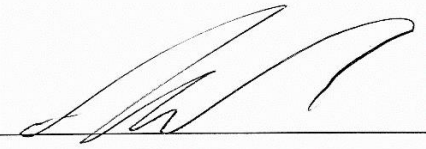
PLEASE TAKE NOTICE that on January 15, 2024 at 2:00 p.m., in Department 28 of the above-captioned Court, located at 800 North Humboldt St., San Mateo, CA 94401, Plaintiff Louise Furman ("Plaintiff") will and hereby does move for an order: (1) granting class certification of the below-defined Class for settlement purposes only pursuant to Code of Civil Procedure § 382; (2) preliminarily approving the Stipulation and Class Action Settlement Agreement (the "Settlement") between Plaintiff and Defendant The Lemos

1 Family Farm Inc. (“Defendant”); (3) appointing Adrian R. Bacon, Todd M. Friedman,
2 Meghan E. George, and Matthew R. Snyder of the Law Offices of Todd M. Friedman as
3 Class Counsel; (4) appointing Plaintiff as the Class Representative; (5) approving the use
4 of the proposed notice procedure and related forms; (6) directing that the Class Notice be
5 mailed to the Class; (7) scheduling a hearing date for a final approval hearing; and (8)
6 approving the PAGA settlement.

7 This is a stipulated settlement of a class and representative action on behalf of a class
8 defined as all individuals who were employed by Defendant as a non-exempt employee in
9 California from September 12, 2019 to September 6, 2024.

10 This Motion is made on the following grounds: 1) all requirements for class
11 certification, for settlement purposes only, are met pursuant to Code of Civil Procedure §
12 382; 2) Plaintiff and her counsel are adequate to represent the Class; 3) the Settlement is a
13 fair, adequate, and reasonable compromise of the disputed wage and hour claims in this
14 case; and 4) the proposed notice procedure meets all due process requirements. The
15 Settlement is made by Plaintiff, individually and on behalf of the Class Members, including
16 all Aggrieved Employees, and Defendant. In view of the foregoing, the Settlement should
17 be preliminarily approved, notice should be disseminated to Class Members, a Final
18 Fairness Hearing should be scheduled, and the [Proposed] Order Granting Preliminary
19 Approval of Class Action Settlement should be entered.

20 This Motion is based on this Notice of Motion and Motion, the attached
21 Memorandum of Points and Authorities, the Declaration of Adrian Bacon in support thereof,
22 including all exhibits thereto, Declarations of the named Plaintiff, all papers and pleadings
23 on file with the Court in this action, all matters judicially noticeable, and such oral and
24 documentary evidence as may be presented in connection with the hearing on the Motion.
25 Date: January 10, 2025 Law Offices of Todd M. Friedman, PC

26
27
28


Adrian R. Bacon Esq.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS [Toc183099489](#)

I.	INTRODUCTION	1
II.	FACTUAL AND PROCEDURAL BACKGROUND	2
III.	SETTLEMENT OVERVIEW	3
IV.	ARGUMENT.....	6
	A. All Requirements For Class Certification Are Met.....	6
	1) The Class is ascertainable and numerous	6
	2) Common questions predominate	7
	3) Plaintiff’s claims are typical of the Class	9
	4) Plaintiff will adequately represent the Class.....	10
	B. The Settlement Is Fair, Adequate, And Reasonable.....	10
	1) The significant risks of further litigation favor settlement	11
	2) The allocation of the Settlement Fund favors settlement	15
	C. The Proposed Attorneys’ Fees Are Fair And Reasonable	16
	D. The Proposed Service Award Is Fair And Reasonable	16
	E. The Proposed Notice Procedures Are Adequate.....	17
V.	CONCLUSION	18

TABLE OF AUTHORITIES

Cases

<i>Air Line Stewards, etc., Local 550 v. Am. Airlines, Inc.</i> , 455 F.2d 101 (7th Cir. 1972).....	11
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal. App. 4th 715 (2004), as modified on denial of reh'g (Mar. 9, 2004)	16
<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015)	16
<i>Benton v. Telecom Network Specialists, Inc.</i> , 220 Cal. App. 4th 701 (2013).....	7
<i>Bright v. 99¢ Only Stores</i> , 189 Cal. App. 4th 1472 (2010).....	14
<i>Brinker Rest. Corp. v. Superior Ct.</i> , 53 Cal. 4th 1004 (2012)	7, 13
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008)	15
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal.App.4th 785 (2009)	12
<i>Cotton v. Hinton</i> , 559 F.2d 1326 (5th Cir. 1977).....	6
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	6, 10, 11
<i>Duran v. U.S. Bank National Association</i> , 59 Cal.4th 1 (2014)	12
<i>Duran v. U.S. Bank Nat'l Assn.</i> , 59 Cal. 4th 1 (2014).....	7, 12
<i>Edwards v. Heartland Payment Sys., Inc.</i> , 29 Cal. App. 5th 725 (2018)	15
<i>Fager v. CenturyLink Commc'ns, LLC</i> , 854 F.3d 1167 (10th Cir. 2016)	17
<i>Faulkinbury v. Boyd & Assocs., Inc.</i> , 216 Cal. App. 4th 220 (2013)	8
<i>Glob. Mins. & Metals Corp. v. Superior Ct.</i> , 113 Cal. App. 4th 836 (2003)	6
<i>Hanon v. Dataproducts Corp.</i> , 976 F.2d 497 (9th Cir. 1992).....	9
<i>Hebbard v. Colgrove</i> , 28 Cal. App. 3d 1017 (Ct. App. 1972).....	7
<i>Hicks v. Kaufman & Broad Home Corp.</i> , 89 Cal. App. 4th 908 (2001).....	6
<i>Hopkins v. De Beers Centenary AG</i> , No. CGC-04-432954, 2005 WL 1020868, at *6 (Cal. Super. Ct. Apr. 15, 2005).....	9
<i>Kizer v. Tristar Risk Mgmt.</i> , 13 Cal. App. 5th 830 (2017), as modified (July 26, 2017).....	7
<i>Kullar v. Foot Locker Retail Inc.</i> , 168 Cal.App.4th 116 (2008).....	12, 14, 15
<i>Laffitte v. Robert Half Internat. Inc.</i> , 1 Cal. 5th 480 (2016).....	15
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal. 4th 429 (2000), as modified (Aug. 9, 2000)	6, 9, 17

1	<i>Mallick v. Superior Ct.</i> , 89 Cal. App. 3d 434 (Ct. App. 1979)	11
2	<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal. 5th 955 (2019).....	6, 7
3	<i>Palacios v. Penny Newman Grain, Inc.</i> , No. 1:14-CV-01804-KJM, 2015 WL 4078135, at *2-3	
4	(E.D. Cal. July 6, 2015)	11
5	<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797 (1985)	17
6	<i>Reyes v. San Diego County Bd. of Supervisors</i> , 196 Cal.App.3d 1263 (1979).....	7
7	<i>Ridgeway v. Wal-Mart Stores Inc.</i> , 269 F. Supp. 3d 975 (N.D. Cal. 2017).....	16
8	<i>Salazar v. See's Candy Shops, Inc.</i> , No. B300778, 2021 WL 1852009, at *3 (Cal. Ct. App. Apr.	
9	26, 2021)	12
10	<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal.4th 319 (2004).....	7
11	<i>Seastrom v. Neways, Inc.</i> , 149 Cal. App. 4th 1496 (2007)	9
12	<i>See Neary v. Regents of Univ. of California</i> , 3 Cal. 4th 273 (1992).....	10
13	<i>Shaw v. Toshiba America Information Systems, Inc.</i> , 91 F.Supp.2d 942 (E.D. Tex. 2000).....	15
14	<i>Trotsky v. Los Angeles Fed. Sav. & Loan Assn.</i> , 48 Cal. App. 3d 134 (Ct. App. 1975).....	17
15	<i>Van Vranken v. Atl. Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	16
16	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224 (2001), <i>disapproved of on other</i>	
17	<i>grounds by Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal. 5th 260 (2018).....	11
18	<i>Wilson v. La Jolla Grp.</i> , 61 Cal. App. 5th 897, 276 Cal. Rptr. 3d 118 (2021)	7
19	Statutes	
20	Code Civ. Proc. § 382	1, 5
21	Lab. Code § 1174.....	7
22	Lab. Code § 1194.....	7
23	Lab. Code § 1197	7
24	Lab. Code § 1198.....	7
25	Lab. Code § 200.....	7
26	Lab. Code § 203.....	13
27	Lab. Code § 226.....	7
28	Lab. Code § 226(e)	13

1	Lab. Code § 2699(e)(2).....	13
---	-----------------------------	----

2	Lab. Code §§ 201-203.....	8
---	---------------------------	---

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Through this Motion, Plaintiff Louise Furman (“Plaintiff”) respectfully requests the
5 Court 1) conditionally certify the putative Class, for settlement purposes only, pursuant to
6 Code of Civil Procedure § 382, 2) preliminarily approve the Class Action Settlement
7 Agreement (the “Settlement,” a true and correct copy of which is attached to the Declaration
8 of Adrian R. Bacon as Exhibit A), 3) direct that notice be disseminated to the Class, 4)
9 approve of the PAGA settlement provided for in the Settlement, and 5) schedule a Final
10 Fairness Hearing. The Settlement provides for a non-reversionary fund of Two Hundred
11 Sixty Thousand Dollars (\$260,000.00) in compromise of the disputed wage and hour claims
12 asserted in this case. The Net Settlement Amount, *infra*, will be automatically distributed to
13 Class Members through the Settlement Administrator.

14 Plaintiff’s complaint alleges, on behalf of herself and all Class Members and
15 Aggrieved Employees, that Defendant The Lemos Family Farm Inc. (“Defendant”) is liable
16 for unpaid wages, in addition to statutory and civil penalties, as a result of Defendant’s
17 failing to provide employees with minimum and overtime wages, meal, rest, and recovery
18 periods or premium wages in lieu thereof, all wages earned and owed at termination, and
19 accurate written wage statements. There are approximately 253 putative Class Members,
20 based on information provided by Defendant for purposes of mediation, as well as through
21 confirmatory discovery. (Declaration of Adrian R Bacon (“Bacon Decl.”) ¶¶ 26, 35.)

22 This Motion should be granted for the following reasons: 1) all requirements are met
23 for class certification, for settlement purposes only, pursuant to Code of Civil Procedure §
24 382; 2) the Settlement meets all indicia for fairness, reasonableness, and adequacy; 3)
25 Plaintiff is adequate to serve as Class Representative; 4) Plaintiff’s counsel are adequate to
26 serve as Class Counsel; and 5) the proposed notice procedures and all related forms comport
27 with due process requirements and adequately apprise Class Members of their rights.
28

Furthermore, a Final Fairness Hearing should be scheduled to allow putative Class Members an opportunity to be heard regarding the Settlement. Accordingly, as discussed in detail below, this Court should grant this Motion in its entirety.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant owns and operates a working farm and farm-themed amusement park in Half Moon Bay, California. Plaintiff worked as a non-exempt hourly employee in Defendant’s amusement park, and her job duties varied but included selling entry tickets to visitors, managing the parking lot, working the concession stand, and operating attractions such as the slide and petting zoo. The putative Class consists of other current and former non-exempt employees who worked for Defendant in California from September 12, 2019 to September 6, 2024 (“Class Period”).¹

On December 21, 2022, Plaintiff filed Private Attorney General Act Lab. Code §§ 2698 et. seq. (“PAGA”) Notice with the Labor and Workforce Development Agency (“LWDA”) stating an intention to seek civil penalties on behalf of the State of California. Plaintiff filed a class action complaint on September 12, 2023 in San Mateo County Superior Court against Defendant. Bacon Decl. ¶ 21. On November 2, 2023, Plaintiff filed a separate complaint, on an individual basis, alleging that Defendant wrongfully terminated her in violation of public policy. Bacon Decl. ¶ 24. Defendant filed a notice of related cases on December 21, 2023. On June 24, 2024, Plaintiff filed an amended PAGA Notice.

Plaintiff alleges claims on behalf of herself and a class of non-exempt current and former employees who were employed by Defendant in California during the Class Period for, *inter alia*, Defendant’s alleged failure to pay at least minimum wages for all hours worked, failure to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to pay premium wages for all overtime hours worked, failure to provide

¹ The Settlement originally called for a Class Period that ran through the date of Preliminary Approval (See Settlement § I.I), however Defendant has opted to truncate the class period pursuant to the escalator provisions of the Settlement (See Bacon Decl., Ex. A § III(E)(17)).

1 accurate itemized wage statements, failed to provide recovery periods, and failure to pay all
2 wages upon termination.

3 The Parties agreed to an early private mediation with John Adler, Esq. of Judicate
4 West. For purposes of negotiation, Defendant provided Plaintiff's counsel with information
5 relevant to the claims and defenses at issue, including class parameters such as hourly wage,
6 number of workweeks and number of class members, a sample of the Class Members and
7 Aggrieved Employees' timekeeping and payroll records, contact information for a
8 statistically significant number of Class Members (who were contacted by undersigned
9 counsel's office and interviewed about their experiences, and documents pertaining to
10 Defendant's uniform policies and procedures.

11 On June 26, 2024, the Parties participated in a full day mediation that ultimately
12 resulted in this Settlement. Bacon Decl. ¶¶ 12–17, 25–26. At that mediation, the Parties
13 attempted to resolve the claims in this matter and Plaintiff's individual wrongful termination
14 claims. To avoid prejudice to the class, Ms. Furman was in a separate room, represented by
15 Meghan E. George of the Law Offices of Todd M. Friedman, to mediate her individual
16 claims. Mr. Bacon and Mr. Snyder were in a different room simultaneously mediating the
17 class claims. Bacon Decl. ¶ 13–14. The Parties were unable to reach a settlement at the
18 mediation, but the following day Mr. Adler made a mediator's proposal to resolve both
19 Plaintiff's individual wrongful termination claims and the class claims described herein.
20 Bacon Decl. ¶¶ 15–16. The Parties accepted Mr. Adler's proposal resulting in the instant
21 settlement. Bacon Decl. ¶ 16. Defendant denies all claims and agrees to settlement due to
22 the risk and costs of protracted litigation and acknowledges these arguments presented, are
23 for purposes of settlement only. Defendant's assert that if this case were to move forward,
24 Defendant would defend itself as stated below challenging all Plaintiff's claims. Defendant
25 acknowledges there are risk and financial costs to do so and agrees to settlement.

26 **III. SETTLEMENT OVERVIEW**

27 The Settlement provides for a non-reversionary Settlement Fund for the benefit of
28

1 all Class Members and Aggrieved Employees. (Bacon Decl. Ex. A, Sec. III(E)). The
2 Settlement Fund is defined as the Gross Settlement Amount of Two Hundred Sixty
3 Thousand Dollars (\$260,000.00). (Bacon Decl. Ex. A, Sec. III(E)(1)).² “Class Members”
4 means “individuals who were employed by Defendant in California as a non-exempt
5 employee in California during the Class Period.” (Bacon Decl. Ex. A, Sec. I(G)). The Class
6 Period is September 12, 2019 to September 6, 2024. (Bacon Decl. Ex. A, Sec. I(I)).
7 “Aggrieved Employees” means all Class Members employed during the PAGA Period and
8 eligible to participate in a settlement of the claims brought under the Private Attorneys
9 General Act of 2004. (Bacon Decl. Ex. A, Sec. I(B)). The PAGA Period is December 21,
10 2021 to date of preliminary approval. (Bacon Decl. Ex. A, Sec. I(T)).³ “Participating Class
11 Members” includes all Class Members and Aggrieved Employees who do not timely exclude
12 themselves from the Settlement. (Bacon Decl. Ex. A, Sec. I(U).) Confirmatory discovery
13 shows that there are 253 employees in the class, with an estimate number of workweeks as
14 4,265. (Bacon Decl. Ex. A, Sec. III(E)(17). The Settlement provides for a \$60.96 per
15 workweek valuation to Class Members, an outstanding result.⁴ After reductions for the
16 Administrator’s Expenses, Attorney’s Fees and Expenses, PAGA allocation, and service
17 award to Plaintiff, Class Members will receive an average payment of \$555.07. (Bacon Decl.
18 ¶ 75). This payment also represents an average payment of \$32.92 per workweek. (*Id*).

19 Each Participating Class Member is entitled to an Individual Settlement Share of the
20 Net Settlement Amount, which is defined as the Gross Settlement Amount, less 1) the
21 Service Award of \$5,000 for Plaintiff for her service to the Class as Class Representative,
22 2) Attorneys’ Fees in the amount of Eighty Six Thousand, Six Hundred and Sixty Six Dollars
23 and Sixty Six Cents (\$86,666.67), or one third (33.33%) of the Settlement Fund, plus Class
24

25 ² This amount is subject to an escalator clause. Settlement § III(E)(17).

26 ³ Defendant has elected to truncate the class period to avoid triggering the escalator provisions.

27 ⁴ This valuation is based on the Gross Settlement Amount (i.e., before any reductions are made
28 for the Administrator’s fees, attorney’s fees and costs, or a service award to Plaintiff).

1 Counsel’s expenses of up to \$10,000, 3) Claims Administration Expenses, including the
2 postage and printing costs for the Class Notices and the postage costs for mailing the
3 payments (estimated to be \$7,900), and 4) the PAGA Allocation of Ten Thousand Dollars
4 (\$10,000), 75% of which shall go to the Labor and Workforce Administration (“LWDA”)
5 and 25% of which shall go to Aggrieved Employees. Bacon Decl. ¶ 40; Decl. of Jodey
6 Lawrence ¶ 16.

7 The Net Settlement Amount will be paid as individual shares to Participating Class
8 Members. *Id.* ¶ 40. The portion of each Individual Settlement Share representing wages will
9 be subject to normal employment tax withholdings relative to the Participating Class
10 Member’s employment (e.g., withholdings for State and Federal income tax, employee
11 FICA tax, California SDI, etc.), including employer-side payroll taxes,⁵ with the
12 Administrator remitting all such withholdings directly to the pertinent state and federal
13 taxing authorities. The Settlement releases from liability Defendant and any person acting
14 on its behalf (“Released Parties”). *Id.* ¶¶ 44–45. Every Class Member who does not request
15 exclusion from, or “opt-out” of, the Class, including Plaintiff, will release all known and
16 unknown wage and hour claims for the Class Period that were, or could have been, asserted
17 based on the facts alleged in the Complaint against the Released Parties. *Id.* ¶ 45.

18 Within twenty (20) days of the entry of the Preliminary Approval Order, Defendant
19 will provide the Claims Administrator with a list of all Class Members, including the name
20 and social security number, most current mailing address, and dates of employment during
21 the Class Period (“Class List”). Within ten (10) days of receipt from Defendant of the Class
22 List, the Claims Administrator will mail the Notice of Class Settlement and the Opt-Out
23 form by First-Class US Mail, postage prepaid, in addition to a Statement of Weeks Worked.
24 Class Members will have sixty (60) days after the date of mailing to submit disputes,
25 requests for exclusion, and/or objections. Bacon Decl. ¶ 48. In the event of remailing, the

26 _____
27 ⁵ Employer-side payroll taxes are currently estimated to be approximately \$4,000.
28

1 deadline to respond to the Notice will be extended by an additional sixty (60) days. *Id.* No
2 funds will revert to Defendant, and any payments made to Participating Class Members that
3 remain uncashed ninety (90) days after mailing shall be paid to Bay Area Legal Aid, San
4 Mateo County as a *cy pres* recipient. Bacon Decl. Ex. A, Sec. III(E)(10).

5 **IV. ARGUMENT**

6 **A. All Requirements For Class Certification Are Met**

7 The Code of Civil Procedure provides that a class may be certified if the following
8 requirements are met:) the Class is ascertainable and its members are too numerous for
9 joinder to be practical; 2) all Class Members share a community of interest, and questions
10 of law and fact common to the Class predominate over questions unique to individual
11 members; 3) the Representative's claims are typical of Class Members' claims; and 4) the
12 Representative will fairly and adequately represent Class interests. Code Civ. Proc. § 382;
13 *see also Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000), *as modified* (Aug. 9, 2000)
14 (citing *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981)). With respect to
15 certification of a class for purposes of settlement, "it is also well established that trial courts
16 should use different standards to determine the propriety of a settlement class, as opposed
17 to a litigation class certification. Specifically, a lesser standard of scrutiny is used for
18 settlement cases." *Glob. Mins. & Metals Corp. v. Superior Ct.*, 113 Cal. App. 4th 836, 859
19 (2003) (citing *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807, fn.19 (1996)).
20 Ultimately, certification requirements are intended "to protect the interests of the non-
21 representative class members," but that concern is "protected by the trial court's fairness
22 review of the settlement." *Dunk*, 48 Cal. App. 4th at 1807, fn.19. While certification of a
23 settlement class does not require an inquiry into the merits of the claims at issue, the court
24 must consider how the relief sought compares to the recovery if the plaintiffs prevail at trial.
25 *See, e.g., Id.* at 1802, 1803, fn. 8 (citing *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir.
26 1977)).

- 27 1) The Class is ascertainable and numerous
- 28

1 A class is ascertainable when “[objective characteristics and common transactional
2 facts] make the ultimate identification of class members possible when that identification
3 becomes necessary.” *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 980 (2019) (quoting *Hicks*
4 *v. Kaufman & Broad Home Corp.*, 89 Cal. App. 4th 908, 915 (2001), *as modified on denial*
5 *of reh'g* (July 3, 2001)). In addition, “there is no set number required as a matter of law for
6 the maintenance of a class action.” *Hebbard v. Colgrove*, 28 Cal. App. 3d 1017, 1030 (Ct.
7 App. 1972) (citing *Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (approving a class of
8 10).

9 The Class in the instant matter refers to all non-exempt employees who worked for
10 Defendants in California from September 12, 2019 to September 6, 2024. The Class is thus
11 objectively ascertainable because its members may be identified by reference to Defendant’s
12 records, which Defendant has agreed to share confidentially to facilitate the settlement
13 process. The Class is also sufficiently numerous because it would be impractical and
14 economically burdensome and inefficient to require approximately 253 employees in the
15 class, (Settlement, Sec. III(E)(17)), either to maintain individual actions or be joined as
16 named plaintiffs in this action. *See Noel*, 7 Cal. 5th at 968.

17 2) Common questions predominate

18 A question of law or fact is common to the class if it may be resolved through
19 common proof. *See, e.g., Kizer v. Tristar Risk Mgmt.*, 13 Cal. App. 5th 830, 842 (2017), *as*
20 *modified* (July 26, 2017) (citing *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1033
21 (2012)). Predominance “hinges on ‘whether the theory of recovery advanced by the
22 proponents of certification is, as an analytical matter, likely to prove amenable to class
23 treatment.’” *Wilson v. La Jolla Grp.*, 61 Cal. App. 5th 897, 276 Cal. Rptr. 3d 118, 125 (2021)
24 (quoting *Duran v. U.S. Bank Nat'l Assn.*, 59 Cal. 4th 1, 28 (2014)). Moreover, predominance
25 “is a comparative concept, and ‘the necessity for class members to individually establish
26 eligibility and damages does not mean individual fact questions predominate.’” *Sav-On*
27 *Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 334 (2004) (“*Sav-On*”) (quoting *Reyes*
28

1 v. *San Diego County Bd. of Supervisors*, 196 Cal.App.3d 1263, 1278 (1979)); *see also*
2 *Benton v. Telecom Network Specialists, Inc.*, 220 Cal. App. 4th 701, 726 (2013) (“[T]he
3 employer’s liability arises by adopting a uniform policy that violates the wage and hour
4 laws. Whether or not the employee was able to take the required break goes to damages.”)
5 (quoting *Faulkinbury v. Boyd & Assocs., Inc.*, 216 Cal. App. 4th 220, 235 (2013),
6 *disapproved of on other grounds by Noel, supra*, 7 Cal. 5th 955)). Accordingly, “[i]ndividual
7 issues do not render class certification inappropriate so long as such issues may effectively
8 be managed.” *Sav-On*, 34 Cal.4th at 334.

9 During their investigation, Plaintiff’s counsel determined that Defendant’s policies
10 and practices are either identical or sufficiently similar to raise the same questions of
11 liability as to all Class Members. (Bacon Decl. ¶ 55). The following questions are common
12 to all Class Members in this matter: 1) whether Defendant’s uniform policies and
13 timekeeping practices resulted in the failure to capture all hours worked by Plaintiff and
14 Class Members pursuant to Labor Code § 1174; 2) whether Defendant unlawfully and/or
15 willfully failed to pay Plaintiff and Class Members for all hours worked, including in
16 violation of Labor Code §§ 200, 226, 1197, 1194 and 1198; 3) whether Defendant had a
17 uniform policy and/or practice of denying Plaintiff and Class Members meal and periods as
18 mandated by California law; 4) whether Defendant had a uniform policy and/or practice of
19 failing to compensate Plaintiff and Class Members for missed or non-compliant meal and
20 rest periods; 5) whether Defendant’s pattern and practice of failing to Plaintiff and Class
21 Members all compensation owed is an unlawful, unfair, and/or fraudulent business act or
22 practice in violation of the UCL; 6) whether Defendant failed to provide Plaintiff and Class
23 Members accurate, itemized wage statements; 7) whether Defendant failed to provide
24 recovery periods to Plaintiff and Class members; 8) whether Defendant unlawfully and/or
25 willfully failed to pay promptly all compensation owed to Plaintiff and Class Members on
26 termination of their employment in violation of Labor Code §§ 201-203; and 9) whether

1 Plaintiff and absent Class Members sustained damages; and, if so, the proper measure of
2 such damages, including interest, penalties, costs, attorneys' fees, and equitable relief. (*Id.*)

3 Questions common to the Class predominate. Because Class Members would have
4 to prove the same issues of law and fact to prevail on identical claims, and because their
5 potential legal remedies are identical, it would be preferable to resolve all Class claims by
6 means of the Settlement rather than requiring each Class Member to litigate the same claims
7 individually. Accordingly, a class-wide settlement is superior to any other method of
8 resolution. (*Id.* ¶ 55.)

9 3) Plaintiff's claims are typical of the Class

10 Typicality requires a showing that "the claims or defenses of the representative
11 plaintiffs are typical of class claims or defenses." *Linder*, 23 Cal. 4th at 443 (citation
12 omitted). However, the inquiry turns on the nature of the class representative's claim or
13 defense, not "the specific facts from which it arose or the relief sought." *Seastrom v.*
14 *Neways, Inc.*, 149 Cal. App. 4th 1496, 1502 (2007) (quoting *Hanon v. Dataproducts Corp.*,
15 976 F.2d 497, 508 (9th Cir. 1992)). Typicality is "to assure that the interest of the named
16 representative aligns with the interests of the class." *Id.* Accordingly, "[t]he test of typicality
17 is whether other members have the same or similar injury, whether the action is based on
18 conduct which is not unique to the named plaintiffs, and whether other class members have
19 been injured by the same course of conduct." *Id.* (internal quotations and citations omitted).
20 Notably, "[i]t has long been established that class certification under section 382 does not
21 require simultaneous or identical injuries." *Hopkins v. De Beers Centenary AG*, No. CGC-
22 04-432954, 2005 WL 1020868, at *6 (Cal. Super. Ct. Apr. 15, 2005) (citing *Classen v.*
23 *Weller*, 145 Cal.App.3d 27, 46 (1983)).

24 Plaintiff's claims are typical of the Class. Like absent Class Members, Plaintiff
25 worked as a non-exempt employee for Defendant in California during the Class Period and
26 was subject to the same general policies and practices with respect to timekeeping, payroll,
27 wage statements, and breaks. Bacon Decl. ¶ 56. In addition, Defendant would also likely
28

1 assert the same defenses to Class Members’ individual claims as to Plaintiff’s, including
2 that Defendants paid each non-exempt employee for all hours worked, that each was
3 provided with compliant meal and rest periods, if they worked long enough to trigger such
4 break, or controlled their own working environment and were not denied, deterred or
5 interrupted from taking their breaks and that any pay stub violations/incomplete final wage
6 payments, if they occurred at all, resulted from good faith mistakes. *Id.* at ¶ 56. Plaintiff’s
7 claims are thus typical.

8 4) Plaintiff will adequately represent the Class

9 Plaintiff is adequate to represent the Class. Plaintiff’s interests are co-extensive with
10 Class Members’ in this litigation. All Class Members, including Plaintiff, worked for
11 Defendant during the relevant time period and are alleged to have suffered the same alleged
12 injuries from the same alleged course of conduct. There is no evidence of, and Defendant
13 does not assert, any conflict of interest between Plaintiff and the Class. Bacon Decl. ¶ 59.
14 In addition, Plaintiff is represented by counsel experienced in complex litigation, including
15 wage and hour class actions. Bacon Decl. ¶¶ 61–74. Moreover, Plaintiff and the Class were
16 separately represented at the Mediation so there was no conflict of interest between
17 Plaintiff’s individual wrongful termination claims and the Class’s claims. Bacon Decl. ¶¶
18 13–14. This settlement—including the settlement of Plaintiff’s individual wrongful
19 termination claims, and allocations of payments—is the result of a proposal made by Mr.
20 John Adler, a neutral mediator. Bacon Decl. ¶ 16.

21 **B. The Settlement Is Fair, Adequate, And Reasonable**

22 California courts favor settlement. *See Neary v. Regents of Univ. of California*, 3
23 Cal. 4th 273, 277 (1992) (“This court recognized a century ago that settlement agreements
24 are highly favored as productive of peace and good will in the community, as well as
25 reducing the expense and persistency of litigation.”) (internal quotations and citation
26 omitted). Unlike individual settlements, class action settlements require a specific approval
27 process to prevent fraud, collusion, and/or unfairness to absent class members. *See, e.g.,*
28

1 *Dunk*, 48 Cal. App. 4th at 1800 (“[I]n order to prevent fraud, collusion or unfairness to the
2 class, the settlement or dismissal of a class action requires court approval....”) (citation
3 omitted). This process consists of preliminary settlement approval, notice to class members,
4 and a final fairness and approval hearing at which class members may be heard. *See, e.g.,*
5 *Palacios v. Penny Newman Grain, Inc.*, No. 1:14-CV-01804-KJM, 2015 WL 4078135, at
6 *2-3 (E.D. Cal. July 6, 2015). For the reasons discussed below, this Court should
7 preliminarily approve the Settlement, allow the Parties to give notice to the Class, and
8 schedule a Final Fairness Hearing.

9 1) The significant risks of further litigation favor settlement

10 In deciding whether to approve a proposed settlement, “the trial court has broad
11 powers to determine whether a proposed settlement in a class action is fair.” *Mallick v.*
12 *Superior Ct.*, 89 Cal. App. 3d 434, 438 (Ct. App. 1979). The court’s overriding concern is
13 to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*, 48
14 Cal.App.4th at 1801 (internal quotations omitted). Factors relevant to fairness include “the
15 complexity and likely duration of further litigation, the risk of maintaining class action
16 status through trial, the amount offered in settlement, the extent of discovery completed and
17 the state of the proceedings, the experience and views of counsel, the presence of a
18 governmental participant, and the reaction of the class members to the proposed settlement.”
19 *Id.* at 1801. Such factors require balancing, and trial courts should tailor them to the facts
20 of each case, giving due regard to “what is otherwise a private consensual agreement
21 between the parties.” *Id.* A settlement is presumptively fair where it is reached through
22 arms’ length bargaining based on discovery and investigation sufficient to allow counsel
23 and the court to act intelligently, counsel is experienced in similar litigation, and the
24 percentage of objectors is small. *Id.* at 1802.

25 Furthermore, “[i]n the context of a settlement agreement, the test is not the maximum
26 amount plaintiffs might have obtained at trial on the complaint, but rather whether the
27 settlement is reasonable under all of the circumstances.” *Wershba v. Apple Computer, Inc.*,
28

1 91 Cal. App. 4th 224, 250 (2001), *disapproved of on other grounds by Hernandez v.*
2 *Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018) (citation omitted). Settlements result
3 from comprise, and “the public interest may indeed be served by a voluntary settlement in
4 which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting *Air Line*
5 *Stewards, etc., Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)).
6 Nevertheless, the parties must provide the court with “a meaningful and substantiated
7 explanation of the manner in which the factual and legal issues have been evaluated.” *Kullar*
8 *v. Foot Locker Retail Inc.*, 168 Cal.App.4th 116, 118 (2008). Courts thus review the
9 information obtained by the parties during their negotiations to assess whether the claims
10 were sufficiently developed before agreeing to the settlement. *Id.* at 129-131. “Sufficient”
11 in this context means enough information to provide the court “an understanding of the
12 amount that is in controversy and the realistic range of outcomes of the litigation.” *Clark v.*
13 *Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 801 (2009). Accordingly, settlements can
14 be reasonable even where they provide substantially narrower relief than could potentially
15 be awarded, if the class were certified and if the plaintiff were to prevail at trial.

16 Here, the Settlement is a fair, adequate, and reasonable compromise of the claims at
17 issue, considering not only Defendant’s maximum conceivable liability, but also the
18 significant risks Plaintiff and the Class face with respect to certification and prevailing on
19 the merits; Plaintiff dutifully assessed Defendant’s potential exposure in the forms of
20 liquidated damages, interest, and penalties and identified valid and pertinent questions
21 regarding Plaintiff’s ability to show consistent, actionable violations on a class-wide basis.
22 Bacon Decl. ¶¶ 75–105. This included the average pay periods worked were 11 per Class
23 Member. The risks inherent in obtaining certification of the proposed class and prevailing
24 on the merits at trial, in addition to concerns regarding Defendant’s ability to fund the
25 Settlement given the current economy, are significant.

26 First, the risk of certification of the proposed class being denied favors settlement.
27 For example, Defendant raised valid concerns at Mediation regarding the existence of
28

evidence sufficient to show uniform policies and procedures with respect to breaks. “In considering whether a class action is a superior device for resolving a controversy, the manageability of individual issues is just as important as the existence of common questions uniting the proposed class.” *Salazar v. See's Candy Shops, Inc.*, No. B300778, 2021 WL 1852009, at *3 (Cal. Ct. App. Apr. 26, 2021) (quoting *Duran*, 59 Cal.4th at 28-29); *see also Brinker*, 53 Cal. 4th at 1024 (same) (citations omitted). Many of the claims pursued by Plaintiff, including time off the clock and meal break claims, would be contested by strong manageability concerns regarding the ability to present classwide proof. For instance, Defendant would also take the position that under *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), it merely needed to provide a meal or rest break, which it did through its policies. Determining whether a break was adequately provided or not to any given employee, according to Defendant, would be an individualized inquiry, which necessitated looking at the circumstances of why they took a late or short break, or not one at all. Defendant would argue that such circumstances defeated class certification under the predominance standard. Defendant would further argue that Class members worked fewer hours and a meal period for some was not even triggered, or if triggered, were not denied, deterred or interrupted. Thus, there was a strong procedural defense to class certification on the break claims as well, which also was a merits defense.⁶ On the merits as to off the clock claims, Defendant contended that there was no off the clock claims, as all Class members were paid for all time worked as a matter of policy, which presented both merits and certification challenges.

Second, Defendant raised a merits argument due to Class Members purportedly being classified as agricultural workers exempt from overtime compensation. While Defendant operates as an amusement park, it does operate several agricultural-related businesses,

⁶ This was subject to discovery by Plaintiff's counsel's office who interviewed and got declarations from numerous class members.

1 including for example caring for livestock. This presented a merits issue that—should
2 Defendants have prevailed on—could have eliminated a substantial amount of the claims at
3 issue. Moreover, this further presented a challenge to class certification, as Defendant
4 undoubtedly would argue that the extent to which individual class members engaged in
5 agricultural work, as opposed to amusement park work, is an individualized issue that
6 prevents class certification under the predominance standard.

7 While Plaintiff disagreed with Defendant’s position on these issues and presented
8 her arguments as to why they could overcome these challenges, the result was uncertain,
9 and mediation allowed the Parties to mitigate these risks (and many others) and come to fair
10 terms. These risks weigh in favor of settlement, notwithstanding Defendant’s exposure in
11 theory. Defendant is potentially liable, pursuant to Labor Code §§ 203 and 226(e), for the
12 alleged underpayment to Class Members and failure to pay meal and rest period premiums.
13 However, the claims are derivative of the underlying Labor Code violations and susceptible
14 to the same defenses. The risk is significant not only that Plaintiff cannot meet his burden
15 of proof at trial, but also that Defendant can establish a good faith defense to preclude the
16 imposition of penalties. Furthermore, whether penalties can be “stacked” for multiple,
17 predicate Labor Code violations in a single pay period is unclear and remains discretionary,
18 and there is a real risk that any award of penalties pursuant to PAGA could be drastically
19 reduced at the Court’s discretion under Labor Code § 2699(e)(2). *See, e.g., Bright v. 99¢*
20 *Only Stores*, 189 Cal. App. 4th 1472, 1480, fn. 8 (2010).

21 Each of these factors bore heavily on the parties’ negotiations. (Bacon Decl. ¶¶ 73-
22 105.) Pursuant to *Kullar, supra*, Plaintiff’s counsel carefully balanced the risks against the
23 maximum potential recovery. (*Id.*) On balance, the Settlement reflects a fair, adequate, and
24 reasonable compromise for the claims at issue by any standard. (*Id.*) California’s policy in
25 favor of settlement in class actions and other complex cases applies with particular force in
26 this case, which provides absent Class Members with certainty of recovery that is equitable
27 and timely. (*Id.*) Moreover, the expense of protracted litigation in these cases is formidable,
28

1 and settlement goes far to alleviate tensions in the employment relationship that result from
2 litigation. All parties are thus in a better position to participate in the state's economy. (*Id.*)
3 Accordingly, while they are far from exhaustive, the risks discussed herein show that the
4 Settlement is fair, adequate and reasonable.

5 2) The allocation of the Settlement Fund favors settlement

6 In *Kullar*, the Court of Appeal held that a trial court reviewing a class action
7 settlement must receive and independently consider information sufficient to assess the
8 reasonableness of the terms of the settlement. *Kullar*, 168 Cal. App. 4th at 130, 133.
9 Accordingly, "while there is usually an initial presumption of fairness when a proposed
10 class action settlement was negotiated at arm's length by counsel for the class," the party
11 seeking approval must provide at least "basic information about the nature and magnitude
12 of the claims in question and the basis for concluding that the consideration being paid for
13 the release of those claims represents a reasonable compromise." *Id.*; see also *Edwards v.*
14 *Heartland Payment Sys., Inc.*, 29 Cal. App. 5th 725, 737 (2018) (same) (quoting *Kullar*, 168
15 Cal. App. 4th at 132-133). "The most important factor is the strength of the case for
16 plaintiffs on the merits, balanced against the amount offered in settlement." *Kullar*, 168 Cal.
17 App. 4th at 130 (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974)).

18 In the instant matter, the Net Settlement Amount will be paid to Participating Class
19 Members as Individual Settlement Shares in amounts based on their respective Workweeks
20 because Class Members who worked longer for Defendant will necessarily have suffered
21 more violations, including by receiving more allegedly defective wage statements. The
22 Settlement thus allocates funds to Class Members in a way and in amounts that are fair,
23 adequate, and reasonable. The amount of the Settlement Fund is fair and reasonable,
24 providing over \$60 per workweek in benefits, which is within the range of reasonableness
25
26
27
28

for claims of this nature.⁷

C. The Proposed Attorneys' Fees Are Fair And Reasonable

“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 47, fn. 11 (2008) (quoting *Shaw v. Toshiba America Information Systems, Inc.*, 91 F.Supp.2d 942, 972 (E.D. Tex. 2000)); see also *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 503 (2016) (“[U]se of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion.”). This is also consistent with Plaintiff’s counsel’s experience in these types of cases. (Bacon Decl. ¶¶ 103). The instant matter has been in litigation since September 2023, and Plaintiff’s counsel intend to request attorneys’ fees of \$86,666.67 (one-third of the Settlement Fund) and actual costs of up to \$10,000. (*Id.*; Bacon Decl. Ex. A, Sec. III(E)(1).) In view of the efforts made and time spent by Plaintiff’s counsel, the risks they assumed in pursuing this case, and the results they achieved (i.e., obtaining a favorable class-wide resolution in the face of a highly uncertain, and ever-evolving, legal landscape as to core issues in this case, especially with respect to PAGA and class manageability), these amounts are fair and reasonable.

D. The Proposed Service Award Is Fair And Reasonable

Courts routinely approve incentive or service awards, often in amounts much higher than the award sought here, to compensate named the plaintiffs for their service on behalf of absent class members, including by assuming the risks inherent in complex litigation. See, e.g., *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004), as modified on denial of reh’g (Mar. 9, 2004) (upholding the award of “‘service payments’ to the five named

⁷ This figure is calculated as the Gross Settlement Amount (\$260,000) divided by the number of Workweeks (4265), for a per-workweek valuation of \$60.96.

1 plaintiffs compensating them for their efforts in bringing the action.”); *Van Vranken v. Atl.*
2 *Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (approving \$50,000 incentive
3 award); *Ridgeway v. Wal-Mart Stores Inc.*, 269 F. Supp. 3d 975, 1003 (N.D. Cal. 2017)
4 (“Incentive awards are particularly appropriate in wage-and-hour actions where plaintiffs
5 undertake a significant ‘reputational risk’ by bringing suit against their former employers.”)
6 (quoting *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015)).

7 Here, the Settlement provides that Plaintiff may seek a Service Award of \$5,000.
8 (Bacon Decl. ¶ 104, Ex. A, Sec. I(BB)). This amount is entirely reasonable in this case
9 given Plaintiff’s efforts in this case and the risks she has undertaken on behalf of absent
10 Class Members. Plaintiff advanced the interests of the Class by, *inter alia*, speaking
11 extensively with counsel to identify and develop the claims at issue, participating in
12 mediation, identifying other class members who provide declarations, and reviewing the
13 Settlement and related documents with counsel. (Bacon Decl. ¶ 104.) Plaintiff also assumed
14 the risks of being required to pay Defendant’s costs if this action had been unsuccessful and
15 facing not only intrusive discovery, but also disclosure to future employers that she sued a
16 former employer. (*Id.*) Moreover, Plaintiff agrees to a much broader release of claims than
17 other Class Members in order to benefit the Class as a whole. (*Id.*) Plaintiff has supported
18 this litigation for nearly two years, recruiting additional witnesses for the Class and to aid
19 in Class Counsels’ investigation, and participating in mediation. Accordingly, the requested
20 Service Award to Plaintiff is appropriate and reasonable.

21 **E. The Proposed Notice Procedures Are Adequate**

22 “The notice given to the class must fairly apprise the class members of the terms of
23 the proposed compromise and of the options open to dissenting class members.” *Trotsky v.*
24 *Los Angeles Fed. Sav. & Loan Assn.*, 48 Cal. App. 3d 134, 151-152 (Ct. App. 1975),
25 *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th
26 260 (2018) (citations omitted). Furthermore, notice is adequate where it has “a reasonable
27 chance of reaching a substantial percentage of the class members.” *Linder*, 23 Cal. 4th at
28

1 444, fn. 9 (quoting *Cartt v. Superior Court*, 50 Cal.App.3d 960, 974 (1975)). “The Supreme
2 Court has consistently endorsed notice by first-class mail.” *Fager v. CenturyLink Commc'ns*,
3 *LLC*, 854 F.3d 1167, 1173 (10th Cir. 2016) (citations omitted).

4 Here, the process for notice under the Settlement ensures that as many Class
5 Members as practicable receive actual notice of the Settlement and have sufficient time to
6 respond. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (“a fully descriptive
7 notice ... sent first-class mail to each class member, with an explanation of the right to ‘opt
8 out,’ satisfies due process.”). The proposed notice plan requires the Claims Administrator
9 to send notice by First-Class US Mail and attempt to obtain valid addresses for those notices
10 returned “undeliverable” in order to meet constitutional standards for due process. The Class
11 Notice (Bacon Decl. Ex. B) provides absent Class Members with the information they need
12 to evaluate their options fully and exercise their rights. Specifically, the Class Notice clearly
13 and concisely explains the following: 1) the nature of the case; 2) the definition of the Class;
14 3) the Gross and Net Amounts of the Settlement Fund; 4) how Class Counsel will be paid;
15 5) the Service Award to Plaintiff; 6) the calculation and distribution of Individual Settlement
16 Shares; 7) Class Members’ right to participate, opt-out, or object; and 8) the means by which
17 to respond to the Class Notice. Accordingly, the Settlement’s notice procedures are
18 adequate.

19 **V. CONCLUSION**

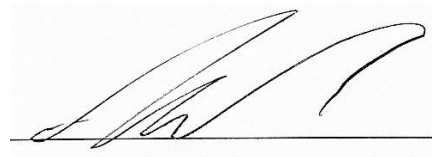
20 For the foregoing reasons, the Settlement, negotiated at arms’ length on behalf of
21 absent Class Members, is fair, reasonable, and adequate. According, this Court should
22 certify the Class, for settlement purposes only, pursuant to Code of Civil Procedure § 382,
23 preliminarily approve the Settlement, direct that Class Notice be disseminated, schedule a
24 Final Fairness Hearing, and enter the [Proposed] Order.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully submitted,

Date: January 10, 2025

Law Offices of Todd M. Friedman, PC

A handwritten signature in black ink, appearing to read 'A. R. Bacon', is written over a horizontal line. The signature is fluid and cursive.

Adrian R. Bacon Esq.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is the Law Offices of Todd M. Friedman, P.C., 21031 Ventura Blvd, Ste. 340 Woodland Hills, CA 91364.

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Woodland Hills, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Woodland Hills, California.

[x] **BY E-MAIL:** I hereby certify that this document was served from Orange, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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

Executed on January 10, 2025, in Orange, California.



Adrian R. Bacon Esq.