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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

KARYN DRASHER, individually and on behalf of all others similarly situated, Plaintiff(s), v. ADVANCED BUILDING MAINTENANCE, INC.; and DOES 1 through 100, Defendant(s).	Case No. 23CV008372 **PLAINTIFF KARYN DRASHER'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MANNY STARR; DECLARATION OF KARYN DRASHER; [PROPOSED] ORDER** **Date:** March 21, 2025 **Time:** 9:00 a.m. **Dept.:** 23 Res ID: A-08372-001

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 21, 2025, at 9:00 a.m. or as soon thereafter as the matter may be heard in Department 23 of the Sacramento County Superior Court in the Gordon D Schaber Superior Court located at 720 9th Street, Sacramento, CA 95814, Plaintiff Karyn Drasher will move the Court for an Order approving the settlement of this PAGA action pursuant to Labor Code section 2699(s)(2).

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The Motion is based on this notice, the Memorandum of Points and Authorities, the declaration of Manny Starr, the declaration of Plaintiff Karyn Drasher, pleadings on file, and arguments at the hearing on this motion.

Date: February 25, 2025

FRONTIER LAW CENTER

*/s/ Manny Starr*______________
Attorney for Plaintiff
Karyn Drasher

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Karyn Drasher ("Plaintiff") and Defendant Advanced Building Maintenance, Inc. ("Defendant") reached an agreement to settle the above-captioned action (the "Action"). The parties have memorialized the terms of the PAGA settlement in a Settlement Agreement (the "Settlement Agreement"). (*See* PAGA Settlement Agreement, attached as **Exhibit B** to Declaration of Manny Starr ("Starr Decl.").) Pursuant to California Labor Code § 2699(s)(2), Plaintiff seeks an order approving the settlement on the terms outlined in the Settlement Agreement. Plaintiff and Defendant are collectively referred to as the "Parties".

II. ALLEGATIONS AND INVESTIGATION

Defendant is a corporation based in Sacramento that provides maintenance services throughout California. Plaintiff worked for Defendant as a housekeeper at Adventist Health Medical Center in Bakersfield from August 16, 2022, through February 2023. Plaintiff's duties included cleaning and maintaining areas of the hospital, including the emergency department. At all times during her employment, Plaintiff was a full-time, hourly, non-exempt employee.

On June 15, 2023, a PAGA notice was sent by certified mail to Defendant and uploaded to the LWDA website. On September 12, 2023, Plaintiff filed the complaint. Plaintiff pled causes of action for: (1) unpaid wage violations; (2) meal period violations; (3) rest period violations; (4) wage statement penalties; (5) waiting time penalties; (6) unfair competition; (7) PAGA penalties; and (8) wrongful termination in violation of Labor Code 1102.5.

According to Defendant's records, and extrapolated through the date of mediation, Defendant employed 1,325 Aggrieved Employees from September 2, 2022, through February 1, 2025, and that there are 39,309 pay periods worked for the PAGA period. (Starr Decl. ¶19.)

On October 1, 2024, the Parties participated in a full day of mediation before experienced employment mediator Steven Rottman, Esq. The Parties reached a settlement at the Gross PAGA Settlement Amount of $375,000. There is also a separate settlement for the individual wage and hour claims and wrongful termination Labor Code 1102.5 claim for $75,000. (*Id*., at ¶11).

Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this motion are fair, reasonable, and adequate.

The Parties further recognize that the issues presented for the PAGA Claim would likely require extensive and costly pretrial and trial proceedings, and that further litigation would cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits.

III. A COPY OF THE SETTLEMENT AGREEMENT HAS BEEN GIVEN TO THE LWDA PURSUANT TO LABOR CODE § 2699(s)(2)

When enacting PAGA, the Legislature intended to ensure the LWDA retained "primacy" over private enforcement actions of the Labor Code. *See* 2003 Cal. Stat. ch. 906 § 1(d). To that end, PAGA requires parties who seek approval of a proposed PAGA settlement to submit the proposed settlement to the LWDA online at the same time that it is submitted to the court. In satisfaction of that requirement, Plaintiff submitted a copy of the Settlement and this motion to the LWDA through the LWDA's online filing system in conjunction with filing this motion. (Starr Decl. ¶46).

IV. FAIRNESS OF THE SETTLEMENT

In *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.* at p. 64.) The court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws. (*Id*.) The following discussion analyzes the value of the claims.

A. Meal Break Violations

Labor Code section 512 and the Wage Orders require employers to provide non-exempt employees with meal periods of at least 30 minutes for work periods exceeding five hours, and a second meal period for work periods exceeding ten hours. The meal periods must be uninterrupted, with employers relieving employees of all duties. If an employer did not provide a compliant meal period, it must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Plaintiff's theory of liability centers on Defendant's policy regarding Plaintiff and the Aggrieved Employees requirement to keep communication devices on them for the entirety of their shifts, including during meal breaks. (Starr Decl. ¶13). This practice effectively rendered meal breaks on-duty, as they were subject to calls and interruptions during their breaks implicating a pattern of non-compliance. (*Id*., at ¶14). Due to the requirement to keep communication devices on, meal breaks were frequently interrupted. (*Id*., at ¶15). There was no policy, written or otherwise, instructing employees on what to do with their communication devices during meal breaks; employees were not told to leave their devices with someone else, turn them off, or take any other action that would allow for an uninterrupted break. (*Id*., at ¶16).

The maximum liability is 39,309 x $50 (Labor Code 558 penalty) = $1,965,450. (*Id*., at ¶22).

However, Defendant presents strong defenses that reduce the likelihood of recovering the maximum penalty amount. Time record analysis shows minimal violation rates: only 2.8% for missed and interrupted first meal periods. Defendant maintains that any non-compliant meal periods were due to employees' voluntary choices rather than company policy or practice. Furthermore, Defendant has already resolved another class action matter concerning similar causes of action for a class period from October 7, 2016, to September 1, 2022 (*Griselda Orellana v. Advanced Building Maintenance, Inc.*, Case No. 34-2020-00286791); since the *Orellana* settlement, Defendant established new policies and practices beginning July 2023, demonstrating both good faith compliance efforts and remediation of violations. (*Id*., at ¶23).

Given these defenses, the low violation rates, and documented compliance efforts, a risk adjustment to 5% of the maximum potential liability is appropriate. Therefore, the risk-adjusted liability is $1,965,450 x 0.05 = $98,272.50. (*Id*., at ¶24). This adjustment acknowledges both the discretion to reduce PAGA penalties under Labor Code section 2699(e)(2) when they would be unjust, arbitrary, oppressive, or confiscatory, and the challenges Plaintiff would face in proving widespread violations were the result of Defendant's policies.

B. Rest Break Violations

The Wage Orders require employers to authorize and permit employees to take rest periods at the rate of 10 minutes net per four hours or major fraction thereof. Employers must relieve employees of all duties during rest periods and allow them to leave the premises. If an employer does not to provide a compliant rest period, it must pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

Plaintiff alleges that Defendant failed to provide compliant rest breaks due to the communication device policy, in an identical manner to the meal break violations. (*Id*., at ¶25). Plaintiff alleges that employees were not relieved of all duties during their rest breaks due to the requirement that employees keep their communication devices on them during breaks. (*Id*., at ¶26). Plaintiff reports frequent rest break interruptions due to assignment of work-related tasks. (*Id*., at ¶27). The maximum PAGA liability is 39,309 pay periods x $100 (Labor Code 2699) = $3,930,900. (*Id*., at ¶28).

However, Defendant presents strong defenses that reduce the likelihood of recovering the maximum penalty amount. Since the time record analysis shows minimal meal break violation rates, and it follows that rest break violations follow the same pattern: only 2.8% for missed rest breaks and interrupted rest breaks. Further, Defendant maintains that it has updated its rest break policy after the *Orellana* resolution. (*Id*., at ¶29).

Given these defenses, the low violation rates, and the inherent difficulties in proving rest break violations, a risk adjustment to 5% of the maximum potential liability is appropriate. Therefore, the risk-adjusted liability is $3,930,900 x 0.05 = $196,545. (*Id*.).

C. Unpaid Wages

The unpaid wage violations include hours worked off the clock during breaks, as employees were required to keep communication devices on them for the entirety during breaks. (*Id*., at ¶30).

Employees were subject to work calls during these breaks, effectively making them on-duty meal and rest breaks for which they were not paid. (*Id*., at ¶31). Additionally, Defendant did not pay overtime wages when the Aggrieved Employees worked in excess of eight hours per day or 40 hours per week. (*Id*., at ¶32). This includes times when employees were engaged in off-the-clock work during on-duty meal and rest breaks, which should have been compensated at the overtime rate. (*Id*., at ¶33).

The maximum PAGA liability for minimum wage violations is 39,309 x $100 (Labor Code 1197.1) = $3,930,900. (*Id*., at ¶34.) With respect to overtime violations, the potential maximum PAGA penalty is 39,309 workweeks x $100 (Labor Code 2699) = $3,930,900. (*Id*., at ¶36.)

As explained above, the time record analysis shows violations in 2.8% of employees' meal and rest breaks, and Defendant's updated break policy that it implemented after the *Orellana* matter are strong defenses that substantially reduce the likelihood of recovering the maximum penalty amount. (*Id*., at ¶29). Therefore, a risk adjustment to 5% of the maximum potential liability for the minimum wage claim is appropriate. The risk-adjusted liability of the minimum wage violation is $3,930,900 × 0.05 = $196,545. (*Id*., at ¶35.) Similarly, the risk-adjusted liability of the overtime violation is $3,930,900 x 0.05 = $196,545. (*Id*., at ¶37.)

D. Wage Statement Penalties

The wage statement violations are derivative of the unpaid time and meal and rest break violations. (*Id*., at ¶38.) Assuming a violation on every single wage statement over the 39,309 pay periods at issue, the maximum theoretical value of this claim is 39,309 x $100 per Labor Code 2699 = $3,930,900. (*Id*., at ¶39.)

However, because this claim is derivative, defeating liability on the underlying claims also defeats liability on the Wage Statement claim. Even if the underlying claim prevails, Defendant could counter that any alleged omission of information from the wage statements was not knowing and intentional, which could negate wage statement penalties. (*Harris v. Vector Mktg. Corp.* (N.D. Cal. 2009) 656 F. Supp. 2d 1128, 1145-46.) Consequently, Plaintiff estimates that the risk-adjusted liability on this claim is 10% of its maximum value, or $393,090. (Starr Decl. at ¶40).

E. Waiting Time Penalties

Similarly, the waiting time penalties are derivative from the off the clock and missed break allegations. There are 1,325 former employees, so the maximum PAGA liability is 1,325 x $100 (Labor Code 2699) = $132,500. (*Id*., at ¶41.)

On the other hand, Defendant can defeat the waiting time penalty claim if it defeats the underlying predicate claims. In addition, much like the wage statement claims, Defendant will likely argue that the failure to pay was not willful, that it disputes that any wages were due, that violations were minimal, and that the Aggrieved Employees were not following company procedure. (*Id*., at ¶42.) Given this double risk of losing on liability, Plaintiff evaluates the risk-adjusted value of this claim to be 10% or $13,250. (*Id*.)

F. The Total Settlement Amount is Fair and Reasonable

Summarizing the above, the maximum PAGA liability is the following:

1. Meal break violations -	$1,965,450
2. Rest break violation -	$3,930,900
3. Minimum wage violation -	$3,930,900
4. Overtime violation -	$3,930,900
5. Wage statement violation -	$3,930,900
6. Waiting time violation -	$132,500
Total -	$17,821,500

The gross PAGA settlement of $375,000 is 2.1% of the maximum liability.

The total risk-adjusted liability is the following:

1. Meal break violation -	$98,272.50
2. Rest break violation -	$196,545
3. Minimum wage violation -	$196,545
4. Overtime violation -	$196,545
5. Wage statement violation -	$393,090

6. Waiting time violation - $13,250

Total - $1,094,247.50

The gross PAGA settlement of $375,000 is 34.2% of the risk-adjusted liability.

Both figures are within the range of reasonableness. (See, e.g., *Gilmore v. McMillan-Hendryx Inc.*, 2022 WL 184004, at *4 (E.D. Cal. Jan. 20, 2022) (PAGA award of 4.2% of the maximum estimated value of PAGA claims and 2.3% of the total settlement amount was “not unreasonable and weighs in favor of settlement”); *Merante v. Am. Inst. for Foreign Study, Inc.*, 2022 WL 2918896, at *6 (N.D. Cal. July 25, 2022) (PAGA award of between 0.27% and 2% of the maximum estimated value of PAGA claims was “small” but “within the range of reasonableness”).

In addition to the risks related to each of the theories of liability as outlined above, Plaintiff recognizes that there are additional risks related to litigation in general which justify a settlement that is lower than the estimated risk adjusted liability. In view of the risks, the Settlement of $375,000 (2.1% of maximum liability, 34.2% of risk adjusted liability) represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval. (*Id*., at ¶43). *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with public policy and fully comply with applicable provisions of law. (Starr Decl. ¶45.)

V. TERMS AND PROCEDURES OF THE SETTLEMENT

The Settlement covers all PAGA penalties and claims arising from Plaintiff’s allegations in the Complaint, as laid out above. Defendant agrees to pay $375,000 for the Settlement (the “Gross Settlement Amount” or “GSA”) distributed by the Settlement Administrator as follows:

a. $131,250 (35% of the GSA) in attorney’s fees to Frontier Law Center;
b. Actual costs, up to $20,000 in attorney litigation costs to Frontier Law Center;

c. $10,000 in PAGA Settlement Administrator costs to CPT Group, Inc.;

d. $1,500 enhancement award to Plaintiff Karyn Drasher;

e. The remainder, estimated as $212,250 (the "Net Settlement Amount" or "NSA") will be divided as follows:

i. $159,187.50 (75% of NSA) to the LWDA

ii. $53,062.50 (25% of NSA) (the "Aggrieved Employee Payment") to the Aggrieved Employees

Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Payment on a pro-rata basis by the ratio of (i) the number of pay periods worked by the Aggrieved Employee during the release period and (ii) the total number of pay periods worked by all Aggrieved Employees during the release period. The average Aggrieved Employee will receive $40.05, or $1.35 per workweek. (Starr Decl. ¶20.)

For purposes of taxes, one hundred percent (100%) of the Aggrieved Employee Payment Share shall be considered to be a civil penalty and shall not be subject to withholding, unless otherwise required by law.

VI. THE PROPOSED ATTORNEY'S FEES AND COSTS ARE FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE APPROVED

Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff counsel's request for $131,250 in attorney fees and $20,000 in litigation costs is fair and reasonable. (Starr Decl. ¶20 & 50.) "Empirical studies show that, regardless of 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.* (2008) 162 Cal.App.4th 43, 47 fn. 11; *see also Lafitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503 (holding that courts can use the percentage method for the calculation of attorneys' fees).) This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA claims. The award is justified because Plaintiff's counsel achieved a strong result for the Aggrieved Employees and the State while bearing the burdens of contingency representation. (*Id.*, at ¶51.)

It is an accepted practice in wage and hour class action settlements to award attorneys' fees to Plaintiff's Counsel based on a percentage of the total settlement. California courts have long recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the common fund. (*See Serrano v. Priest* (1977), 20 Cal.3d. 25, 48-49: "When a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund"; *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th, 230, 254.) While PAGA actions are not class actions, the same logic holds true as PAGA actions are also representative actions.

Generally, courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. (*Pellegrino v. Robert Half Intern., Inc*. (2010), 182 Cal.App.4th 278 (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc*. (2001), 91 Cal.App.4th 224, 254 (noting that multipliers can range from 2 to 4 or higher).) Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (*Ketchum v. Moses* (2001), 24 Cal.4th 1122, 1132.) Plaintiff's counsel's lodestar exceeds actual fee requested. The requested fee award is justified by the work performed; the fee award represents Plaintiff's counsel's lodestar is $145,015 (Starr Decl. ¶52.)

The litigation costs expended include the following: Certified Mail costs of $7.11 for correspondence to Plaintiff, $8.10 for the PAGA notice to Defendant, and $8.10 for the record request letter to Defendant; $75.00 filing fee for filing the PAGA notice ; $15,000 for Plaintiff's portion of the mediation fee; $1,000 in expert fees; $172.85 in jury fees and service charges; $540.49 in Court filing fees and service charges; and $63.00 for process service. All of these costs are documented and reasonably incurred. (*Id*., at ¶48.) The costs include charges by One Legal.

VII. NO ADMISSION OF LIABILITY OR WRONGDOING

The payment of consideration or any other obligation are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity. Defendant adamantly denies all allegations of wrongdoing arising out of the employment relationship between the Parties, including the Aggrieved Employees. The Parties intend merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

VIII. PAGA SETTLEMENT ADMINISTRATION

The Parties agreed to use CPT Group, Inc. to handle the administration of this Settlement.

A. Aggrieved Employee Data

Within 15 days after approval, Defendant will deliver the Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods ("Aggrieved Employee Data") to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

B. Funding of Settlement

The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date which is the date the order approving the settlement is entered.

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C. Payments to LWDA, Plaintiff's Counsel, Plaintiff, and Settlement Administrator

Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

D. Employe Notices and Payments to Aggrieved Employees

Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

E. Expiration of Settlement Checks

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds pursuant to Code of Civil Procedure § 384, to the following cy pres recipient: Legal Services of Northern California. The moving Party does not have an interest in this recipient. (Starr Decl. at ¶53.)

This distribution is appropriate and fulfills the purposes of the underlying action, as this recipient provides direct legal assistance and advocacy to low-income and vulnerable individuals, thereby advancing worker protections and broader public interests consistent with the deterrent and compensatory objectives of the Private Attorneys General Act. By supporting an organization dedicated to the enforcement of legal rights, the cy pres award ensures that the funds serve the "next best" use in furthering the policy goals underlying the present lawsuit. (*State of California v. Levi Strauss & Co.* (1986), 41 Cal.3d 460, 472*; In re Microsoft I-V Cases* (2006), 135 Cal.App.4th 706, 722.) The proposed cy pres distribution is fair, reasonable, and aligns with well-established equitable principles governing the disposition of unclaimed settlement funds.

F. Disputes Relating to Settlement Administration

If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.

IX. TAXES

Plaintiff and Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

X. RELEASED CLAIMS

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice.

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XI. CONCLUSION

The Settlement being fair, reasonable, and adequate, Plaintiff respectfully requests that the Court approve the Settlement.

Date: February 25, 2025

FRONTIER LAW CENTER

/s/ Manny Starr
Attorney for Plaintiff
Karyn Drasher