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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE
UNLIMITED JURISDICTION

Heather Cortez, an individual, and on behalf
of all others similar situated,

Plaintiffs,

vs.

Greg Busby d/b/a Pet Envy, and Does 1
through 50, inclusive,

Defendants.

Case Number: VCU284381

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, AND DISMISSING
ACTION WITH PREJUDICE;
MEMORANDUM OF POINTS AND
AUTHORITIES; AND DECLARATION OF
BENJAMIN D. WEISENBERG**

Filed Concurrently with [Proposed] Order

**Date: November 18, 2021
Time: 8:30 a.m.
Dept.: 01**

1
2 **PLEASE TAKE NOTICE THAT** on November 18, 2021 at 8:30 a.m., or as soon thereafter as
3 the matter may be heard, in Department 1 of the Tulare County Superior Court, located at 221 S.
4 Mooney Blvd., Visalia, California 93291, Plaintiff Heather Cortez (“Plaintiff”) will and hereby
5 does move unopposed for an Order granting approval, pursuant to California Labor Code § 2698
6 *et seq.*, subpart I, of the proposed settlement of claims brought pursuant to the Private Attorneys
7 General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) set forth in the parties’ Settlement
Agreement and Release (“Settlement Agreement”).

8 This motion will be based on this Notice, the supporting memorandum of points and
9 authorities, the parties’ Settlement Agreement, the Declaration of Benjamin D. Weisenberg, Esq.,
10 the documents and records on file in this matter, and such additional arguments, authorities, and
11 evidence and other matters as may be presented by the parties hereafter.

12 DATE: October 21, 2021



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14 By: _____
Benjamin D. Weisenberg, Esq.
Attorneys for Plaintiff
15 Heather Cortez
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I. INTRODUCTION

After stipulating to a detailed Protective Order, signed by the Court, the parties engaged in informal exchange of extensive documents and information relating to Plaintiff's claims in the Action and damages analyses related to same. These documents and information demonstrated Defendant's dire financial condition, including significant tax liability to the Internal Revenue Service, and that Defendant perpetually exists on the verge of bankruptcy. The documents evidenced that Defendant lacked financial capacity either to defend a class action and/or representative PAGA claims or to pay out a settlement of any amount on the class allegations and/or representative PAGA claims. The documents further showed that Plaintiff's individual claims and damages were of limited value. In light of all of these facts, after several months of settlement negotiations, the Parties ultimately agreed to settle Plaintiff's individual claims **only** (including Plaintiff's individual claim for PAGA penalties) on the terms set forth in the Settlement Agreement, to dismiss with prejudice all of Plaintiff's individual claims, and to dismiss without

1 prejudice both the class allegations and the representative PAGA claim as to any other allegedly
2 “aggrieved employee.”.

3 In deciding whether to grant approval of the proposed Settlement, the primary issue to be
4 decided is whether the Settlement is fair, adequate, and reasonable. As set forth herein, the
5 proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and
6 adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys
7 experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation
8 necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a
9 reasoned compromise based directly on the relative strength and value of the PAGA claim, as well
as the risks, expense, complexity and likely duration of further litigation.

10 The value achieved by the Settlement may be gleaned from the fact that the LWDA will
11 receive \$500.00 under the terms of the Settlement, which, pursuant to the operative statute, shall
12 be allocated “75 percent to the Labor and Workforce Development Agency . . . and 25 percent to
13 the aggrieved employees.” *See Cal. Lab. Code* § 2699(i). This is a reasonable recovery, not only
14 because further litigation may have resulted in a net-zero recovery based on the Defendant’s
financial circumstances and the limited value of Plaintiff’s individual claims.

15 For these reasons, as set forth more fully herein, Plaintiffs respectfully request that this
16 Court enter the Order submitted herewith.

17 **I. STATEMENT OF THE CASE AND THE SETTLEMENT**

18 **A. The Parties**

19 Defendants provide pet grooming services.

20 Plaintiff worked for Defendants from April 27, 2020, through May 20, 2020, in Tulare
County, California.

21 **B. Procedural Posture**

22 Plaintiff gave written notice by online filing with the LWDA and by certified mail, return
23 receipt requested, to one or more of the Defendants of the specific provisions of the Labor Code
24

1 alleged to have been violated, including the facts and theories to support the alleged violation
2 pursuant to Labor Code § 2699.3.

3 After the LWDA declined to take action within the statutorily permissible time with respect
4 to Plaintiff's LWDA letter, Plaintiff filed her respective Representative Action Complaint, as set
5 forth above, alleging claims under PAGA premised on violations of Labor Code that include §§
6 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 210, 216, 218.5, 226, 226.3, 226.7, 246, 248.5,
7 510, 512, 558, 1194, 1174, 1174.5, 1175, 1194.5, 1197, 1197.1, 1197.5, and 1199 and all
8 applicable Wage Orders. Plaintiff's lawsuit each asserted on behalf of herself and all other
Aggrieved Employees.

9 Plaintiff submitted the Settlement Agreement, this Motion, and all supporting documents
10 to the LWDA on October 27, 2021, concurrently with the filing of this Motion. Weisenberg
11 Declaration, Decl. at ¶ 5.

12 **C. Plaintiffs' Counsel's Investigation**

13 After stipulating to a detailed Protective Order, signed by the Court, the parties engaged in
14 informal exchange of extensive documents and information relating to Plaintiff's claims in the
15 Action and damages analyses related to same. Plaintiffs' Counsel obtained and reviewed multiple
16 documents, including (i) Plaintiff's employee file and purported wage statements, (ii) policy
17 documents relating to the employment of Plaintiffs and other Aggrieved Employees, and (iii) data,
18 including time keeping and payroll records, relating to the number of alleged violations and the
value of the recoverable penalties.

19 These documents and information also demonstrated Defendant's dire financial condition,
20 including significant tax liability to the Internal Revenue Service, and that Defendant exists on the
21 perpetual verge of bankruptcy. The documents evidenced that Defendant lacked financial capacity
22 either to defend a class action and/or representative PAGA claims or to pay out a settlement of any
23 amount on the class allegations and/or representative PAGA claims. The documents further
showed that Plaintiff's individual claims and damages were of limited value, because Plaintiff was

1 only employed from April 27, 2020, through May 20, 2020.

2 Based on the information received, as well as thorough discussions amongst both parties’
3 Counsel, the parties were able to (i) determine the total number of distinct individuals falling within
4 the definition of “Aggrieved Employee” for the relevant statutory period, and (ii) construct a model
5 that calculated the maximum pay periods – which correlate to the realistic amount of PAGA
6 penalties that could be levied against Defendants within the Release Period – worked by the
7 Aggrieved Employees during the relevant period of time.

8 Based on Plaintiffs’ Counsel’s experience in litigating similar “representative” wage and
9 hour claims, the degree of investigation that was conducted, and the amount of data that was
10 obtained, was sufficient to determine the potential value of the Plaintiff’s individual claim, the
11 prospective PAGA representative action claim, the Defendant’s financial ability to withstanding a
12 prospective judgment, and to evaluate the strength of this claim for purposes of settlement. It was
13 and is abundantly clear to the parties’ attorneys that Defendants could not withstand or satisfy any
14 representative or class judgment.

15 **D. Settlement Negotiations**

16 The Parties, through their attorneys, participated in months of one-to-one settlement
17 negotiations, including written settlement communications as well as live settlement
18 teleconferences.

19 **E. The Proposed Settlement**

20 The Parties jointly prepared and executed the Settlement Agreement, attached to the
21 Weisenberg Declaration filed concurrently herewith as **Exhibit A**. The Settlement Agreement sets
22 forth the terms of the Settlement reached by the Parties, including the following key points:

23 1. Defendants agree to settle this matter for the gross payment \$15,000.00. See
24 Settlement Agreement, at ¶ 3(a). \$500.00 of the total \$15,000.00 payment has been allocated to
the release of Plaintiff’s alleged PAGA claim. *Id.* \$375.00 of the \$500.00 shall be paid to the
LWDA. *Id.*

2. In exchange for the above settlement consideration and subject to the occurrence of the Effective Date and subject to Defendants' full payment of settlement amount, Defendants shall be entitled to the following release **from Plaintiff only** for the Release Period: Plaintiff, on behalf of herself individually and her agents, insurers, affiliates, attorneys, and assigns (the "Releasing Parties"), fully and forever releases Defendant, as well as its members, owners, employees, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (the "Released Parties"), from any and all claims, lawsuits, liabilities, demands, and obligations, both known and unknown, arising from or in any way related to events, acts, or omissions occurring prior to the time Plaintiff signs this Settlement Agreement. This release includes, but is not limited to, the following: (i) all claims arising from or related to, directly or indirectly, Plaintiff's recruitment to, employment with, and/or termination from Defendant; (ii) all claims for wages, compensation, overtime, premium pay, reimbursements, or benefits owed by Defendant, including but not limited to claims for wages, back pay, overtime, missed meal period pay, missed rest period pay, bonuses, commissions, vacation pay, expense or loss reimbursements, severance pay, and fringe benefits; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, invasion of privacy, and discharge in violation of public policy; (v) all federal, state, and local statutory claims, including but not limited to claims for fraud, discrimination, harassment, retaliation, and/or attorneys' fees; (vi) all other claims arising under any state, federal, or municipal law, statute, constitution, and/or regulation in effect in every jurisdiction in which Plaintiff was employed, as originally drafted and as amended, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Act of 1991, the Americans with Disabilities Act ("ADA"), the federal Equal Pay Act, the Genetic Information Nondiscrimination Act ("GINA"), the Family and Medical Leave Act ("FMLA"), the Fair Labor Standards Act ("FLSA"), the California Fair Employment and Housing Act ("FEHA"), the California Family Rights Act ("CFRA"), the California Private Attorney General Act ("PAGA"),

1 the California Equal Pay Act, the California Fair Pay Act, the California Labor Code, the Wage
2 Orders of the California Department of Industrial Relations, the California Civil Code, the
3 California Business & Professions Code, and the California Constitution; and (vii) all claims
4 alleging violation of federal and/or state common law rights.

5 **II. LEGAL ARGUMENT**

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

7 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA
8 statute, which states that the “[t]he superior court shall review and approve any settlement of any
9 civil action filed pursuant to this part.” *See Labor Code* § 2699(1)(2).

10 As with any settlement, the Court must be mindful in conducting its inquiry that
11 “[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in
12 litigating further.” *See In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS
13 103222, 24 (N.D. Cal. Sept. 12, 2011). Indeed, “the very essence of a settlement is ... ‘a yielding
14 of absolutes and an abandoning of highest hopes’” [*Officers for Justice v. Civil Service Com.*, 688
15 F.2d 615, 624 (9th Cir., 1982)], as “it is the very uncertainty of outcome in litigation and avoidance
16 of wasteful and expensive litigation that induce consensual settlements.” *See id.*, at 625. As such,
17 “the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits”
18 or “judged against a hypothetical or speculative measure of what might have been achieved by the
19 negotiators.” *See id.*

20 Although the operative PAGA statute does not set forth the criteria on which a PAGA
21 settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for
22 review of a class action settlement under Fed. R. Civ. P. 23 (“Rule 23”), C.C.P. § 382 and Rule
23 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims
24 encompassed within class action settlements using Rule 23 criteria.¹ Based thereon, a court’s

¹ As held by the Ninth Circuit, evaluation of a class action settlement under Rule 23 “[involves] a balancing of
several factors which may include, among others, some or all of the following: [1] the strength of plaintiff’s case; [2]
the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status
throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed, and the stage of the

1 review of a PAGA settlement necessarily implicates the following unique features that render the
2 approval process completely distinct from approval of a class action settlement under Rule 23 or
3 C.C.P. § 382 and Rule 3.769, Cal. Rules of Court. In evaluating the adequacy of the settlement
4 amount, the Court’s focus is not concerned with the amount that “aggrieved employee” is to
5 receive, but rather, must focus on the total settlement amount in achieving PAGA’s objective.
6 While “[a PAGA] action is . . . designed to protect the public and penalize the employer for past
7 illegal conduct” [*Mendez*, 2010 U.S. Dist. LEXIS 66454, at 11], a reviewing Court must take into
8 account the fact that settlement of a PAGA claim – like any settlement – involves a “compromise”
that stops short of rendering findings of liability and damages.

9 **B. The Settlement Meets the Common Criteria For Approval**

10 Evaluating commonly used fairness factors – limited to those compatible with the unique
11 PAGA considerations detailed above – the proposed Settlement embodies the key features of a
12 settlement that is fair, reasonable, adequate, and as such, meets the criteria necessary for approval.

13 **1. The Factors Giving Rise to a Presumption of Fairness Exist**

14 In conducting a review of a settlement, it is generally recognized that an “agreement . . .
15 reached through arms-length negotiation between experienced parties . . . is entitled to a
16 presumption of fairness.” See *Anderson v. Nextel Retail Stores, LLC*, 2010 U.S. Dist. LEXIS
43377, 44 (C.D. Cal. Apr. 12, 2010).

17 A presumption of fairness exists here, as the proposed Settlement (1) is the product of
18 arms-length negotiations (2) that was negotiated by counsel with significant experience in similar
19 wage and hour litigation, (3) which occurred after counsel had conducted sufficient investigation
20 to evaluate the strength and potential value of the PAGA claims, as well as evaluating the risks of
21 litigating this claim through trial. Based thereon, the Court should give considerable weight to the

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proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the
23 reaction of the class members to the proposed settlement.” See *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
1242 (9th Cir., 1998). “Not all of these factors will apply to every class action settlement” and “[u]nder certain
24 circumstances, one factor alone may prove determinative in finding sufficient grounds for court approval.” See *Nat’l
Rural Telcoms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525-526 (C.D. Cal., 2004).

competency and integrity of counsel in assuring itself that the Settlement Agreement represents an arm's-length transaction entered without self-dealing or other potential misconduct.

2. The Relative Strength Of The PAGA Claim, And the Realistic Range of Outcomes In The Litigation, Strongly Favor Approval of the Settlement

The relative strength of the PAGA claim brought by Plaintiff weighs in favor of the Court finding that the settlement is fair, adequate, and reasonable. This case addresses alleged violations of important employee protections embodied in the California Labor Code: (1) Failure to Pay Minimum and Overtime Wages (Labor Code §§ 510, 1194); (2) Failure to Provide Meal Periods (Labor Code §§ 226.7, 558); (3) Failure to Provide Rest Periods (Labor Code §§ 226.7, 512, 558); (4) Failure to Provide Accurately Itemized Wage Statements (Labor Code § 226(a)); (5) Failure to Maintain Accurate and Complete Employment Records; (6) Unfair Competition (Cal. Bus. & Prof. Code § 17200 et seq.); and (7) Failure to Pay Commission Wages (Labor Code § 200 et seq.). It is undisputed, however, that Plaintiff only worked for Defendant for a very short period of time (i.e., approximately three (3) pay periods). The short period of employment places a severe limit on the amount of civil penalties Plaintiff could recover through PAGA. *See ZB, NA v. Superior Court*, (2019) 8 Cal. 5th 175.

Defendants contend they acted within the requirements of California law at all times as to Plaintiff and all possible Aggrieved Employees. Moreover, they maintained that even if the Court did award penalties, the Court could and would substantially reduce the penalties awarded based on the discretionary factors contained in Labor Code § 2699(e)(2) ("In action by an aggrieved employee . . . , a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."). Furthermore, Defendants have produced sufficient, verified documentation (including documentation generated by the Internal Revenue Services) that they have no ability to withstanding a greater judgment than Plaintiff's \$15,000 recovery achieved through the Settlement Agreement.

Based on these disputes, which had the potential to eliminate or significantly Plaintiffs'

1 PAGA recovery, the range of realistic “litigation outcomes” on the Plaintiffs’ PAGA claim. As
2 such, this factor weighs very heavily in favor of resolution by way of the compromise set forth in
3 the Settlement.

4 **3. The Risk, Expense, and Complexity of Further Litigation Balances**
Strongly in Favor of Approval of the Settlement

5 Approval of the proposed Settlement is also appropriate in light of the risk, expense, and
6 complexity of further litigation. As discussed above, the proposed Settlement takes into
7 consideration the specific factual and legal hurdles faced by the Plaintiff in establishing
8 Defendants’ penalty-liability in this case and recovering from Defendant, which again, may result
9 in a net-zero PAGA recovery. These risks – when balanced with the fact that the settlement
10 achieved a positive single plaintiff recovery, and that further litigation posed a risk of diminishing
11 such recovery by increasing litigation expenses – weigh strongly in favor of Settlement approval.

11 **4. The Scope of the Release is Narrowly Tailored to Only Plaintiff.**

12 As discussed above, the parties have settled this case as to **Plaintiff only**. Thus, the
13 approval of this Settlement **will not** impact or infringe upon the rights of any other Aggrieved
14 Employees. As such, this factor balances strongly in favor of approval of the Settlement.

15 **5. The Experience and Views of Plaintiffs’ Counsel Favor Approval of the**
Settlement

16 Plaintiffs’ Counsel have a significant degree of experience in complex wage and hour
17 litigation. See Weisenberg Decl., at ¶ 6. In the view of Plaintiffs’ Counsel, the benefit conferred
18 by the proposed Settlement is fair, reasonable, and adequate under the circumstances, as it reflects
19 a reasoned compromise which takes into consideration the risks inherent in this case which had
20 the potential to frustrate or eliminate any recovery after continued litigation. As such, this factor
21 balances in favor of approval of the Settlement.

21 **6. The Extent Of Discovery Completed And The Stage Of The Proceedings**
Favor Approval of the Settlement

22 In evaluating this element, the Court should be mindful that “‘formal discovery is not a
23 necessary ticket to the bargaining table” [Linney, 151 F.3d at 1239], as the relevant consideration
24

1 is “whether ‘the parties have sufficient information to make an informed decision about
2 settlement.’” *See Sandoval v. Roadlink United States Pac., Inc.*, 2011 U.S. Dist. LEXIS 130378,
3 at 26 (C.D. Cal. Nov. 9, 2011).

4 Here, the extent of discovery conducted was sufficient to enable Plaintiff’s Counsel to
5 evaluate the strength and value of the claim for purposes of settlement. Plaintiff’s Counsel’s
6 investigation included reviewing Defendant’s production of Plaintiff’s employment records,
7 Defendants’ production of the representative sample set of the putative PAGA and Class’s pay
8 period data, as well as reviewing Defendants’ sensitive documents identifying personal and
9 corporate financial conditions.

10 Based on Plaintiffs’ Counsel’s experience litigating wage and hour claims, such
11 investigation was sufficient to determine the potential value of Plaintiff’s PAGA claim, and to
12 evaluate the strength of this claim for purposes of settlement.

13 **III. PLAINTIFFS’ COUNSEL ARE ENTITLED TO RECOVER THEIR**
14 **REASONABLE FEES AND COSTS**

15 Pursuant to the terms of the Settlement, Plaintiffs’ Counsel seeks attorneys’ fees of
16 \$3,965.53 and reimbursement of litigation costs of \$1,590.00. *See Settlement Agreement*, at ¶
17 3(a)(3). Plaintiffs’ Counsel’s entitlement to an award of attorneys’ fees and costs is warranted on
18 multiple independent grounds. As of the submission of this Motion, Plaintiff’s counsel’s Firm
19 expended over thirty-one (31) hours of time securing the Settlement and preparing this Motion for
20 Approval. *See Weisenberg Declaration, Exhibit B.* Plaintiff’s counsel’s Firm respectfully submits
21 the thirty-one (31) hours is equivalent to \$15,804.50 using the Firm’s standard bill rates of
22 \$550/hour for attorney time (\$550 x 26.54 hours) and \$250/hour for staff time (\$250 x 4.83 hours).
23 Plaintiff’s counsel’s Firm respectfully submits that is a “lodestar,” of approximately .25 (i.e.,
24 \$3,965.53/\$15,804.50) supports award the requested attorneys’ fees. Plaintiff’s counsel
anticipates expending additional time post approval administering payments. In sum, the amount
of fees requested falls well within the range of reasonableness under applicable standards, and,
therefore, Plaintiffs’ Counsel respectfully request that the Court approve the requested attorneys’

1 fees and litigation costs.

2 **IV. CONCLUSION**

3 As shown herein, the Settlement Agreement is fair, adequate, and reasonable, as it
4 represents a reasoned compromise obtained through arms-length negotiations. For all the reasons
5 set forth above, Plaintiffs respectfully request that this Court granted the proposed Order filed
6 concurrently herewith.

7 DATE: October 27nd, 2021



8 By: _____

9 Benjamin D. Weisenberg, Esq.
10 Attorneys for Plaintiff
11 HEATHER CORTEZ
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PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, maintain a business office and work in San Francisco County, San Francisco, State of California. I am over the age of 18 and not a party to the within action; am employed with the Weisenberg Firm, PLLC and my business address is 535 Mission Street, 14th Floor, San Francisco, CA 94105.

On October 27, 2021, I served the foregoing document entitled **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AND DISMISSING ACTION WITH PREJUDICE; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF BENJAMIN D. WEISENBERG** on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Kathleen M. Pratt
kpratt@workplacelegalpc.com

One Pacific Plaza
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647

☒ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☐ **[by FAX]** - I caused the aforementioned document(s) to be telefaxed to the aforementioned facsimile number(s). The machine printed a record of the transmission, and no error was reported by the machine.

☐ **[by FEDERAL EXPRESS]** - I am readily familiar with the firm's practice for collection and processing of correspondence for overnight delivery by Federal Express. Under that practice such correspondence will be deposited at a facility or pick-up box regularly maintained by Federal Express for receipt on the same day in the ordinary course of business with delivery fees paid or provided for in accordance with ordinary business practices.

☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

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

Executed October 21, 2021, at Columbus, Ohio.

Benjamin D. Weisenberg

Print Name

By: _____

Signature