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and Proposed Class Counsel  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF NEVADA**

11  
12 CHER LEE FAACKS, individually and on  
behalf of all similarly situated individuals.

13 Plaintiff,

14 v.

15 STORAGEPRO MANAGEMENT, INC., a  
16 California corporation, and DOES 1  
through 10, inclusive,

17 Defendants.  
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CASE NO: CU19-084121

*Assigned to the Hon. S. Robert Tic-Raskin, Dept. 6*

CLASS ACTION

**ORDER (1)  
GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND (2)  
GRANTING LEAVE TO FILE SECOND  
AMENDED COMPLAINT**

**DATE: May 12, 2023**

**TIME: 10:00 a.m.**

**DEPT.: 6**

**Date for Motion for Final Approval**

**DATE: December 1, 2023**

**TIME: 10:00 a.m.**

**DEPT.: 6**

*Complaint Filed: September 13, 2019*

1 Plaintiff Cher Lee Faacks’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of  
2 Class Action Settlement and for Leave to File Second Amended Complaint came on for hearing  
3 before this Court in Department 6, Judge S. Robert Tic-Raskin presiding, on May 12, 2023 at or  
4 about 10:00 a.m.

5 Daniel F. Gaines appeared remotely for Plaintiff; Gabriel N. Rubin appeared remotely for  
6 Defendant.

7 Prior to the hearing, the Court issued a tentative ruling, attached hereto as Exhibit A.  
8 Following the hearing, the Court, having considered the papers submitted in support of the motion  
9 and having heard oral argument of the parties, affirmed the tentative ruling and **HEREBY**  
10 **ORDERS THE FOLLOWING:**

11 1. The Court grants preliminary approval of the settlement based upon the terms set  
12 forth in the Settlement Agreement and Release of Claims (“Settlement”) filed with the Court. The  
13 settlement appears to be fair, adequate, and reasonable to the Class;

14 2. The Court finds that the settlement falls within the range of reasonableness and  
15 appears to be presumptively valid, subject only to any objections that may be raised at the final  
16 hearing;

17 3. The Court approves, as to form and content, the Notice of Pendency of Class Action  
18 Settlement and Final Hearing (“Notice”) and the Request for Exclusion (“Exclusion Form”), and  
19 also approves the procedure for members of the Class to opt-out from or object to the Settlement,  
20 as set forth in the Notice and Exclusion Form;

21 4. The Court directs the mailing of the Notice and Exclusion Form by first class mail  
22 to the Class Members in accordance with the schedule set forth below. The Court finds that the  
23 dates selected for the mailing and distribution of the Notice and Exclusion Form, as set forth herein,  
24 meet the requirements of due process and provide the best notice practicable under the  
25 circumstances and shall constitute due and sufficient notice to all persons entitled thereto;

26 5. It is ordered that the Settlement Class is preliminarily certified for settlement  
27 purposes only. The Settlement Class is defined as follows: all non-exempt employees employed  
28 by Defendant in California at any time between September 13, 2015 and October 15, 2022;

1           6.       The Court approves and appoints Daniel F. Gaines and Alex P. Katofsky of Gaines  
2 & Gaines, APLC as Class Counsel, and grants preliminary approval of an award of attorneys' fees  
3 of up to 40% of the Gross Settlement Amount (or \$179,620) and documented litigation costs of up  
4 to \$20,000 to Class Counsel, subject to final approval by the Court following a further motion by  
5 Class Counsel;

6           7.       The Court approves and appoints Plaintiff Cher Lee Faacks as the Class  
7 Representative and grants preliminary approval to a proposed Enhancement Payment in an amount  
8 not to exceed \$15,000;

9           8.       The Court hereby approves and appoints Phoenix Settlement Administrators as the  
10 Settlement Administrator and grants preliminary approval of the payment of fees and other charges  
11 of the Settlement Administrator in an amount not to exceed \$12,000;

12           9.       The Court grants Plaintiff leave to file the Second Amended Class Action Complaint  
13 attached as Exhibit 3 to the Settlement, within five (5) court days of the entry of this Order, and  
14 consents that Defendant is not required to file a responsive pleading thereto;

15           10.      The Court orders the following schedule of dates for the specified actions/further  
16 proceedings:

<b><u>EVENT</u></b>	<b><u>TIMING</u></b>
Last day for Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period ("Settlement Class Information")	20 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice and Exclusion Form to Class Members	30 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Class Members to submit an Exclusion Form to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Members to submit an Objection to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members

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<u>EVENT</u>	<u>TIMING</u>
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	November 21, 2023
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	November 21, 2023
Final settlement approval hearing	December 1, 2023, at 10:00 a.m.

**IT IS SO ORDERED.**

Dated: 07/28/2023

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# **EXHIBIT A**

## CU19-084121      Facks v. StoragePro, Inc.

Appearances are required by counsel for all parties. The matter is before the Court on a continued hearing on Plaintiffs' motion for preliminary approval of a class action settlement as well as for leave to file an amended complaint. At the prior hearing, the Court requested supplemental and/or amended filings to address the four (4) issues noted below:

(1) Plaintiff has not provided sufficient details as to settlement negotiations. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) Counsel should include additional information regarding the specific documents reviewed and the extent of discovery conducted prior to agreeing to settle the case.

(2) Plaintiff has not submitted a declaration from the proposed class representative evidencing that she has agreed to act as the same and understands her responsibilities. (*See Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999.) The declaration or other pleadings should also address why the proposed class representative payment is reasonable, including addressing what, if anything, the representative did beyond the expected services of any class representative. (*See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.)

(3) Plaintiffs have not submitted a declaration from the proposed class administrator, Phoenix Settlement Administrators ("Phoenix"), or a copy of its bid for administering this matter. They have also not included a description of Phoenix's services, experience, procedures, and/or proof that it has adequate insurance. Further, there is no statement as whether Phoenix is affiliated with any counsel in this matter.

(4) The pleadings, including the settlement agreement, proposed notice, and declarations, do not address how notice of final judgment will be given to the class. (See *Rules of Court 3.771(b)*.) The settlement agreement also does not appear to explain how notice of any change of the date or location of the “fairness hearing” will be given to Class Members.

Plaintiff has filed supplemental briefing and three additional declarations to address the above-described issues. The supplemental materials include an amended settlement agreement that now addresses notice of final judgment as well as notice of changes to the date or location of the fairness hearing. Having reviewed the same, the Court is satisfied that these supplemental materials adequately address the Court’s previously identified concerns.

The Court is tentatively satisfied of all of the following: (1) that the class should be provisionally certified; (2) that Class Counsel and the Class representative are appropriate for appointment; (3) that the proposed settlement agreement (as amended) is fair and reasonable; (4) that the proposed class notice is adequate; (5) that the class administrator is appropriate and the proposed costs for such administration are reasonable; and (6) that the requested attorneys’ fees and costs and class incentive payment are reasonable. The motion is thus granted as prayed. Plaintiff is granted leave to file her amended complaint and shall do so within ten (10) days of this Court’s ruling becoming final.

Counsel is directed to provide the Court with proposed dates for a hearing on final approval.

### ***Background***

This action was initiated by Plaintiff Faacks on or about September 13, 2023, on behalf of herself and the putative class members. Her first amended complaint (“FAC”) was filed thereafter on or about November 5, 2019, and therein alleged claims for relief based on *Business & Professions Code* sections 17200 *et seq.* and *Labor Code* sections 201-222, 226(a), 226.3, 226.7, 510, 512, 1194, and 2802. Plaintiff thereafter moved to dismiss the Private Attorney General Act (“PAGA”) component of her claims.

The parties subsequently engaged in protracted litigation involving the validity and applicability of an arbitration agreement. The litigation culminated with an unpublished decision from the Third District Court of Appeals (“Third District”), which upheld the trial court’s ruling that Plaintiff was not required to arbitrate her claims under *Business & Professions Code* sections 17200 *et seq.*

The underlying claims involve Defendant’s alleged failure to do all of the following: (1) compensate Plaintiff and other class members for all wages due; (2) to provide rest periods (or compensation in lieu thereof); (3) to provide meal periods (or compensation in lieu thereof); (4) to reimburse for business-related expenses; (5) to issue complete and accurate wage statements; and (6) to pay all wages due and owing at the time of separation. Plaintiff also seeks equitable relief pursuant to *Business & Professions Code* section 17200 *et seq.*

Plaintiff now moves the Court for preliminary approval of the proposed class action settlement – as amended in Plaintiff’s supplemental filings, as well as for leave to file an amended complaint. The proposed settlement agreement contemplates a gross settlement amount of \$449,050.00.

Plaintiff contends there is no PAGA component to this case.

### ***Analysis***

*Rules of Court* 3.769(a) mandates court approval for the dismissal, compromise, or settlement of a state class action case. The approval procedure has three distinct steps: (1) preliminary settlement; (2) dissemination of notice to class members; and (3) the final settlement approval hearing. The present motion concerns the first step.

#### ***(1) Settlement Class Certification***

*Code of Civil Procedure* section 382 has two minimum requirements to sustain a class action: (1) an “ascertainable” class; and (2) a well-defined “community of interest” in questions of law and fact. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; see also *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.)



As to the first element, for a class to be “ascertainable,” it must be sufficiently numerous such that it would be impractical to bring them all before the Court. (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470 [class action suits are authorized “when the parties are [so] numerous ... it is impracticable to bring them all before the court”].) . It also requires class members to be readily and easily identifiable. (*Archer v. United Rentals, Inc.* (2011) 195 Cal.App.4th 807, 828 [class definition must be precise such that it is possible “to give adequate notice to class members”].)

The second element – the existence of a well-defined “community of interest” – embodies three separate factors: (1) predominant common questions of law or fact; (2) the class representative has claims or defenses typical of class members; and (3) the class representative can adequately represent the class. (*Richmond, supra*, 29 Cal.3d at 470.) The standards for satisfying this standard vary based on whether the class being certified is a settlement class or a litigation class. A settlement class, which is at issue here, is held to a lower standard of scrutiny. (*Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859; *Dunk, supra*, 48 Cal.App.4th at 1807.)

Here, the class is comprised of seven hundred twenty-five (725) members defined as follows: “all non-exempt employees employed by Defendant in California at any time between September 13, 2015 and October 15, 2022.” (*Plaintiff’s Motion*, Pg. 4, Lines 14-17; *Gaines Declaration*, Exhibit B thereto, Pg. 2, ¶ 4.) The “class period” is as defined above. Plaintiff argues that these individuals satisfy the “commonality requirement” given the common questions of law and fact. (*See Hanlon v. Chrysler Corp.* (1998) 150 F.3d 1011, 1019; *see also Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 473.) Plaintiff further argues that the class members’ claims are typical insofar as they all relate to failure to pay wages, failure to provide rest/meal periods and failure to reimburse expenses to timely pay wages owed upon separation. Finally, Plaintiff contends that the class representative can adequately represent the class. The Court agrees.

Given the foregoing, the Court finds the proposed class is ascertainable, sufficiently numerous, and readily identifiable. The Court also finds there is a well-defined “community of interest.” Therefore, the Court finds that the proposed class is suitable for certification.

## (2) *The Proposed Settlement*

### a. *The Legal Standard*

With respect to the settlement, it is “the Court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.) The Court is effectively a “guardian of the class” and has “a fiduciary responsibility ... [to safeguard] the rights of the absentee class members when deciding whether to approve a settlement agreement.” (*Id.*) The Court may not give rubber-stamp approval, but must instead “independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished.” (*Id.* at 130 [this determination requires a “sufficiently developed” factual record].)

*b. Fairness and Reasonableness of the Proposed Settlement*

As part of the Court’s preliminary approval process, the moving party must demonstrate that the settlement is “fair, reasonable and adequate.” (*Dunk, supra*, 48 Cal.App.4th at 1801.) This determination of settlement fairness is ultimately left to the “broad discretion” of the reviewing trial court. (*Id.* at 1801-1802 [“the [trial] court’s determination [of fairness] is nothing more than ‘an amalgam of delicate balancing, gross approximations and rough justice’”]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234.)

In making its assessment, the Court considers the factors outlined in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, including, but not limited to: (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity, and the likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; and (6) the experience and views of counsel; (7) the presence (or lack thereof) of a governmental participant; and (8) the reaction of the class members to the proposed settlement. (*Id.* at 1803.)

Plaintiff claims that prior to arriving at the proposed settlement the parties thoroughly investigated the facts relating to the class claims. (*Gaines Declaration*, ¶ 12.) That investigation include formal discovery – including special interrogatories, form interrogatories, and requests for production of documents – as well as informal discovery. Plaintiff’s counsel reviewed employee file and wage statements, policy documents, and payroll and time data. (*Gains Supplemental Declaration*, ¶ 5.) Plaintiff’s counsel took the provided data and utilized an outside consultant to perform analysis of the same. (*Id.* at ¶ 6.) Subsequently on August 16, 2022, the parties engaged in settlement negotiations with the assistance of a professional mediator. (*Gaines Declaration*, ¶ 8.)

Based on the data provided by Defendant, Plaintiff estimates that Defendant would face potential liability of up to ~\$3,000,000 on the wage statement and failure to timely pay at separation claims. (*Id.* at ¶ 21.) Restitution on the failure to reimburse expenses claim was estimated to be \$780,284. (*Id.* at ¶ 20.) Meal-period non-compliance was estimated at \$100,000 – owing to what Plaintiff contends is a compliance rate of greater than 95% by Defendant. (*Id.* at 19.) For other wage and rest-period violations, Plaintiff estimates an additional liability of approximate \$1,020,000. (*Id.* at ¶18.) Restitution as to *Labor Code* section 510 and 1194 violations is estimated at \$108,201. (*Id.* at ¶ 17.) Plaintiff’s counsel argues that the discount contemplated in the settlement agreement is reasonable when considering the risk of obtaining class certification, especially with respect to meal- and rest-period claims. (*Id.* at ¶ 22.) Plaintiff also expresses concern about the risk of a loss on the merits of the claim as justifying the discounted settlement amount. (*Id.* at ¶ 22; *see also id.* at ¶¶ 24-26 [discussing other concerns justifying the discounted rate].)

Plaintiff also acknowledges the possibility that Defendant may have viable affirmative defenses and notes that if class certification were defeated, no recovery would be forthcoming on a class-wide basis and therefore individual claims would be necessitated (with the likelihood that most would not file such claims on an individual basis).

As to the experience of class counsel, the Court is satisfied based on the provided declarations that the same are experienced in similar litigation. Class counsel has submitted a declaration including a lengthy and comprehensive list of prior cases in which they have worked as counsel. (*See e.g., Gaines Declaration*, ¶¶ 2-4, Exhibit A thereto.)

For all the foregoing reasons, the Court finds that the proposed settlement is “fair, reasonable, and adequate” within the meaning of *Dunk* and *Kullar*.

c. *Proposed Class Notice*

The purpose of the class notice is to “fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.” (*Wershba, supra*, 91 Cal.App.4th at 251.) It should “give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. (*Id.* at 252.) The goal is to “strike a balance between thoroughness and the need to avoid unduly complicating the content of the notice and confusing class members.” In making its assessment of the adequacy of the particulars of the proposed notice the Court is granted “virtually complete discretion.” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164.)

The proposed class notice appears to be adequate on its face. The notice will provide the class members with information regarding the benefits, their time to opt out, and how to object to the settlement. It details the proposed incentive payment, proposed fees and costs, and attorney’s fees and costs. It also provides a formula for the calculation of individual settlement payments and an explanation of what rights are being given up by staying in the settlement. Given the foregoing, the Court finds that the proposed class notice is adequate and reasonable.

(3) *Attorney’s Fees & Costs*

There are two primary methods for determining whether attorneys’ fees are “fair and reasonable” in the context of class action litigation: (1) the percentage method; or (2) the lodestar method. (*Laffitte v. Robert Half Internat. Inc.* (1 Cal.5th 480, 506.) The former method is most appropriate when the settlement amount is clearly defined. (*Id.* at 503-504; *see also Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 49.) As is this Court’s typical practice, the court can also provide a “lodestar cross-check” to further confirm reasonableness. (*Laffitte, supra*, 1 Cal.5th at 503.) Ultimately, however, it is left to the trial court’s sound discretion as to which method to employ in assessing reasonableness. (*Id.* at 506.)

Plaintiffs’ class counsel seeks preliminary approval of attorneys’ fees in the maximum amount of \$179,620.00 and for litigation costs in an amount not to exceed \$20,000.00. As to the attorney fees, this is an amount in excess of one third of the total recovery. (*See e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 67, fn. 11 [“empirical studies show that ... fee awards in class actions average around one-third of the recovery”].)

The Court notes that both the attorneys' fees and costs appear to be within the realm of reasonable. They are provisionally approved in an amount not to exceed the amounts listed in the motion. That being said, Counsel has not provided the Court with sufficient evidence regarding the number of hours worked by counsel or their respective hourly rates. The Court is therefore unable at this time to perform the above-described lodestar cross-check to confirm its reasonableness determination. Counsel has similarly not provided an adequate breakdown of the costs expended during the litigation of this matter.

Plaintiff is directed to provide a full lodestar analysis in its motion for final approval. And Plaintiff is further directed to provide full documentation of its costs in connection with the same.

#### (4) *Payment to Class Representative*

"[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottle Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; see also *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807.) Those incentive payments, however, may not be summarily granted without due regard to the provided evidence; the propriety of such payments is to be assessed on the evidence presented in the competent declarations in support thereof. (See *Clark, supra*, 175 Cal.App.4th at 806-807 [appellate court refused to sanction trial court's incentive awards which were based on "nothing more than *pro forma* claims"].)

Here, proposed class representative, Cher Lee Faacks, has provided a declaration attesting to, in general terms, her involvement and the work she has performed on the case. (See generally *Faacks Declaration*.) The Court is tentatively persuaded that the \$15,000.00 payment requested is reasonable given the provided evidence.

#### (5) *Class Administrator*

The Parties have agreed to an estimated payment of no more than \$12,000 to the proposed settlement administrator, Phoenix Settlement Administrators ("Phoenix"). Phoenix is tasked with sending class notices and generally administering this settlement.

The Court is in receipt of a supplemental declaration from Phoenix's president of business development, Jodey Lawrence, as well as the supplemental declaration of Attorney Lee. These supplemental materials include a description of Phoenix's services, experience, procedures, and safeguards. They also include a detailed breakdown of costs associated with their administration. Further, there is a statement from Phoenix disclaiming any financial interest with any counsel in this matter. (*Lawrence Declaration*, ¶ 4.)

The Court is now satisfied for the purposes of preliminary approval that Phoenix is an appropriate administrator and that the proposed payment to Phoenix is reasonable and appropriate at this time.

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to  
3 the within action. My business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 \_\_\_\_\_ (For messenger) my business address is:

5 On July 28, 2023, I served the foregoing document described as **[AMENDED PROPOSED] ORDER (1)**  
6 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND (2) GRANTING**  
7 **LEAVE TO FILE SECOND AMENDED COMPLAINT** on the interested parties in this action by placing a true  
8 copy thereof enclosed in sealed envelopes addressed as follows:

9 **Gabriel N. Rubin, Esq. - Gabriel.Rubin@jacksonlewis.com**  
10 **Julie Y. Zong, Esq. - Julie.Zong@jacksonlewis.com**  
11 **JACKSON LEWIS P.C.**  
12 **50 California Street, 9th Floor**  
13 **San Francisco, CA 94111-4615**  
14 **Attorneys for StoragePro, Inc., a California corporation**

15 On the above date:

16   X   (BY x U.S. MAIL/ BY  CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was  
17 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing  
18 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of  
19 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage  
20 meter date is more that one day after date of deposit for mailing in affidavit.

21 \_\_\_\_\_ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or  
22 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized  
23 carrier or driver authorized by the express carrier to receive documents.

24 \_\_\_\_\_ (BY FACSIMILE TRANSMISSION) On July 28, 2023, at \_\_\_\_\_ a.m./p.m., at Calabasas, California, I served  
25 the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the  
26 California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the  
27 telephone number(s) of the receiving facsimile machine was ( ) - \_\_\_\_\_. A transmission report was properly  
28 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of  
the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

\_\_\_\_\_ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-  
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

\_\_\_\_\_ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

I certify that the above document was printed on recycled paper.

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

Executed on July 28, 2023, at Westlake Village, California.

*Katherine Soriano*  
\_\_\_\_\_  
Katherine Soriano