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[Additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AHMED IDRIS, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SPEARHEAD MOBILITY INC, a Texas
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV003917

Assigned to the Hon. Lauri A. Damrell

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 31, 2025

Time: 10:30 a.m.

Place: Department 22

Complaint Filed: June 29, 2023

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
01/29/2025
V. Aleman, Deputy

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Attorneys for Plaintiffs Ahmed Idris and Rosa de Jesus Hernandez

1 **ORDER**

2 Having considered the Plaintiffs' Motion for Preliminary Approval of the Class Action and
3 PAGA Settlement (the "Motion") and the points and authorities submitted in support of the Motion,
4 including the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement
5 Agreement" or "Settlement"), and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the
6 Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement
9 Agreement.

10 2. The Settlement Class shall be conditionally certified for settlement purposes only and
11 shall consist of all persons who worked for Defendant as hourly, non-exempt employees in the State of
12 California at any time from June 29, 2019 through July 31, 2023.

13 3. The class action settlement set forth in the Settlement Agreement, entered into among
14 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range
15 of reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class
16 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or
17 before the final approval hearing.

18 4. The Court further finds that Plaintiffs conducted extensive investigation and research,
19 and that they were able to reasonably evaluate their positions and the strengths and weaknesses of their
20 claims and their ability to certify them. Plaintiffs have provided the Court with enough information about
21 the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an
22 independent assessment of the reasonableness of the terms to which the Parties have agreed.

23 5. The Court also finds that settlement now will avoid additional and potentially substantial
24 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

25 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
26 conditions set forth therein and the Gross Settlement Amount and allocation of payments.

27 7. The rights of any potential dissenters to the proposed Settlement are adequately
28 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims

they may have against Defendant, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.

8. The Court approves, as to form and content, the proposed Notice of Class Action Settlement (“Class Notice”), attached as **Exhibit A**.

9. The Court directs the mailing, by First-Class U.S. mail, of the Class Notices to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

10. The Court appoints Plaintiffs Ahmed Idris and Rosa de Jesus Hernandez as the representatives for the Settlement Class conditionally certified by this Order.

11. The Court appoints Capstone Law APC; Lidman Law, APC; Haines Law Group, APC; and Law Offices of Raphael A. Katri as Class Counsel. The Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

12. The Court approves and appoints ILYM Group, Inc. as the Settlement Administrator.

13. The following dates shall govern for purposes of this Settlement:

Date	Event
March 3, 2025 (or not later than 30 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class List to the Settlement Administrator.
March 13, 2025 (or not later than 10 calendar days after Defendant produces the Class List, if later)	Last day for the Settlement Administrator to mail Class Notices to all Class Members.
April 28, 2025 (or not later than 45 calendar days after the Settlement Administrator mails the Class Notices, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
No later than 16 court days prior to the Final Approval Hearing	Last day for Plaintiffs to file and serve the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys’ Fees, Costs, and Class Representative Enhancement Payments.

Date	Event
June 27, 2025 at 9:00 a.m.	Hearing on the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.

14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: 01/29/2025



Hon. Lauri A. Damrell
Sacramento County Superior Court Judge



EXHIBIT A

Idris and Hernandez v. Spearhead Mobility Inc., No. 23CV003917
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SACRAMENTO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who worked for Defendant Spearhead Mobility Inc. (“Defendant”) as non-exempt, hourly employees in the State of California at any time from June 29, 2019 through July 31, 2023 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time from August 21, 2022 through July 31, 2023 (“Aggrieved Employees”).

On _____, the Honorable Lauri A. Damrell of the Sacramento County Superior Court granted preliminary approval of this class and PAGA action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 9:00 a.m. on June 27, 2025 in Department 22 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814.

Class Members may appear at the Final Fairness Hearing in person or remotely using the Department’s Zoom link or phone number: To join by Zoom link: <https://saccourt-cagov.zoomgov.com/my/ssdept22>; To join by phone: (833) 568-8864 / ID: 16184738886

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [\[settlement website\]](#) for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member” and will be eligible for a payment from the Net Settlement Fund. If you are also an Aggrieved Employee, then you will be eligible for your Individual PAGA Payment.. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period (June 29, 2019 through July 31, 2023).
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<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is [DATE]</p>	<p>If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees remain eligible to receive their Individual PAGA Payments and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period (August 21, 2022 through July 31, 2023).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by [DATE]</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.</p>
<p>You Can Participate in the [DATE] Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on June 27, 2025 in Department 22 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.</p>

Summary of the Litigation

Plaintiffs Ahmed Idris and Rosa de Jesus Hernandez, individually, and on behalf of other members of the general public similarly situated, and as Aggrieved Employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; (5) provide employees with accurate, itemized wage statements; (6) provide reporting time pay; and (7) pay sick pay wages at the regular rate of pay.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On May 20, 2024, the parties participated in a mediation with Daniel Turner, Esq., an experienced and well-respected class action mediator. With Mr. Turner's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC; Lidman Law, APC; Haines Law Group, APC; and Law Offices of Raphael A. Katri ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

claims in the case or that the case can or should proceed as a class and PAGA action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs to avoid protracted and expensive litigation.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$390,000. This amount is inclusive of: (1) Class Representative Enhancement Payments of \$10,000, each, to Ahmed Idris and Rosa de Jesus Hernandez for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (2) \$130,000 in attorneys' fees and up to \$35,000 in litigation costs and expenses; (3) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$30,000 payment to the California Labor and Workforce Development Agency (the "LWDA PAGA Payment") and a \$10,000 payment to all Aggrieved Employees ("Individual PAGA Payments"); and (4) reasonable Settlement Administrator's fees and expenses currently estimated at \$8,500. After deducting the above payments from the Gross Settlement Amount, a total of approximately \$165,000 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund").

Again, Aggrieved Employees will receive a proportional share of the \$10,000 Individual PAGA Payments regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from June 29, 2019 through July 31, 2023 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Class Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$____.

Payments from PAGA Penalties Defendant will calculate the total number of Pay Periods worked by each Aggrieved Employee from August 21, 2022 through July 31, 2023 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: \$10,000 will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each Aggrieved Employee's share of the Individual PAGA Payment will be calculated by multiplying each Aggrieved Employee's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, *et seq.* and the Aggrieved Employee will receive their portion of the \$10,000 even if the Aggrieved Employee submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the Individual PAGA Payment is approximately \$____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$____. If you believe the Workweek and Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Individual Class and PAGA Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims, and if you are also an Aggrieved Employee, the Released PAGA Claims:

Released Class Claims: All claims, transactions, or occurrences that occurred during the Class Period and that were alleged, or reasonably could have been alleged based on the facts contained, in the Second Amended Complaint, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay wages upon termination based on the preceding claims; (e) all claims for the failure to timely pay wages during employment based on the preceding claims; (f) all claims for wage statement violations based on the preceding claims; (g) all claims for the failure to reimburse necessary business expenses; (h) all claims for failure to provide reporting time pay; (i) all claims for failure to pay sick wages at the regular rate of pay; and (j) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Released PAGA Claims: All claims, transactions, or occurrences for PAGA civil penalties that were alleged, or reasonably could have been alleged based on the facts contained in Plaintiffs' complaints in the Actions and Plaintiffs' PAGA Notices during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2025. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are an Aggrieved Employee, you will still release the Released PAGA Claims, and will receive your Individual PAGA Payment.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement. In the alternative, you may instead appear at the Final Fairness Hearing to object to the Settlement (i.e., in lieu of submitting a written objection).

Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator’s address].

All written objections must be received by the administrator by not later than _____2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for June 27, 2025 at 9:00 a.m. in the Superior Court of the State of California, for the County of Sacramento and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, AND/OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **January 23, 2025**, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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*Attorney's for Defendant:
Spearhead Mobility, Inc.*

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, 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 Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail 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 counsel for Defendant.

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[] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[] **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 penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 23, 2025**, at Los Angeles, California.

Stacy Winberg
Type/Print Name

/s/ Stacy Winberg
Signature