

1 SAMUEL T. REES (State Bar No. 58099)
THOMAS P. BLEAU (State Bar No. 152945)
2 MARTIN R. FOX (State Bar No. 155783)
BLEAU FOX
3 A Professional Law Corporation
3575 Cahuenga Boulevard West, Suite 580
4 Los Angeles, CA 90068
Telephone: (323) 874-8613
5 STReesEsq@earthlink.net

6 SHANNON LISS-RIORDAN (State Bar No. 310719)
LICHTEN & LISS-RIORDAN, P.C.
7 729 Boylston Street, Suite 2000
Boston, MA 02116
8 Telephone: (617) 994-5800
Facsimile: (617) 994-5801
9 sliss@llrlaw.com

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE

13 RAYMOND STODDARD and)
SANTIAGO MEDINA etc.,)
14 Plaintiffs,)
15 vs.)
16 EQUILON ENTERPRISES, LLC, et)
17 al.,)
18 Defendants.)

Case No. 30-2010-00395208-CU-0E-CXC
Hon. William Claster
Department CX 104

CLASS ACTION

**PLAINTIFF'S UNOPPOSED *EX PARTE* APPLICATION TO AMEND
PRELIMINARY APPROVAL ORDER;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
SAMUEL T. REES AND [PROPOSED]
ORDER**

**[Filed Concurrently with [Proposed]
Amended Preliminary Approval Order]**

Date: September 24, 2020
Time: 8:30 a.m.
Dept: CX 104
Complaint Filed: August 2, 2010
Trial Date: None Set

1 TO THIS HONORABLE COURT:

2 Plaintiff Santiago Medina (“Medina”) and Class Counsel Bleau Fox will
3 and do apply *ex parte* to amend this Court’s Updated Second Revised
4 Preliminary Approval Order, filed herein on September 16, 2020, to reinstate
5 Paragraph 8 thereof primarily so as to allow Class Counsel to perform its
6 obligations under Paragraph 60 of the Second Amended and Restated
7 Settlement Agreement to review the Class Information defined in Paragraph 5
8 of that agreement and determine whether the compensation representations
9 provided in Paragraph 59 of the agreement are materially inaccurate and, if so,
10 to advise Medina whether he should exercise his right to terminate this
11 Settlement. This application is made after consultation with counsel for
12 Defendant R&M Pacific Rim, Inc. (“R&M”). R&M does not oppose this
13 application and concurs that it should be brought.

14 This application will be presented to the Court on September 24, 2020, at
15 8:30 a.m. in Department CX 104.

16 This Ex Parte Application based upon this Ex Parte Application, the
17 attached Memorandum of Points and Authorities and Declaration of Samuel T.
18 Rees and upon such evidence and oral argument as may be presented at the
19 time of the hearing.

20 **Notice of Application Given to Conico’s and Shell’s Counsel**

21 In accordance with California Rules of Court Rule 3.1202(a), R&M is
22 represented by Allyson K. Thompson and Kerri N. Polizzi of Kring & Chung,
23 LLP whose address is 38 Corporate Park, Irvine, CA 92606.

24 In accordance with California Rules of Court Rule 3.1203, notice of the
25 date, time, place and nature of relief sought was provided to R&M and its
26 counsel by e-mail on September 21, 2020. See Exhibit B hereto.

27
28

1 Dated: September 22, 2020

BLEAU FOX
A Professional Law Corporation

2
3
4 By: /s/ Samuel T. Rees
SAMUEL T. REES

5 Attorneys for Medina and the Class
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. FACTUAL PREDICATE FOR THIS APPLICATION.**

3 On February 7, 2020, Medina filed his motion for preliminary approval of
4 his class settlement with Medina. Paragraph 8 of the motion sought “a finding
5 that after balancing privacy interests of the Settlement Class it is necessary and
6 appropriate, without prior notice to the Settlement Class, that R&M be
7 authorized and directed to provide the Settlement Administrator and Class
8 Counsel with the Class Information to be used solely for settlement purposes.”

9 As stated in Footnote 1 on page 3 of the parties’ settlement agreement,
10 “Defense Counsel has raised, and continues to raise, R&M’s concerns about
11 protecting the privacy rights of its employees. R&M agrees to release such
12 information to Class Counsel only after entry of an appropriate Court order
13 instructing and authorizing it to do so. This provision, and any provision related
14 to the Class Information, is expressly contingent upon entry of such an order.”

15 Medina addressed this issue in Section IX of his Memorandum of Points
16 and Authorities in support of his motion at Pages 30 through 35. This section
17 provided this Court with the authorities on which Medina relied and the
18 argument supporting Paragraph 8 of his motion.

19 On March 13, 2020, this Court entered its Minute Order, which raised
20 certain concerns regarding the Settlement. This Minute Order did not discuss
21 the motion’s request that R&M be directed and authorized to provide Class
22 Counsel with the Class Information. As a result of the Court’s comments, the
23 parties amended their settlement agreement, class notice and proposed
24 preliminary approval order.

25 On July 21, 2020, Medina filed, among other documents, a supplemental
26 memorandum in support of the motion and a supplemental declaration by
27 Samuel T. Rees, responding to the Court’s concerns raised in the March 13
28 Minute Order and showing the parties’ resolution of those concerns.

1 On July 31, 2020, this Court issued a further Minute Order raising
2 additional concerns with the settlement. Of particular importance is the Court's
3 fourth comment which reads, as follows:

4 4. The Court is concerned by counsel's apparent position that
5 it's appropriate to rely on individual class members to verify
6 R&M's factual recitals that serve as the basis for the settlement.
7 For example, R&M represents that all break class members were
8 paid the applicable minimum wage or a number not materially
9 higher, and that all misclassification class members were paid
10 \$12.70 an hour or a number not materially higher. These figures
11 are the basis for counsel's valuation of the settlement. R&M
12 presumably has payroll records that substantiate these
13 representations, but counsel argues review of the records is
14 "unnecessary." (Supp. Br. at p. 9.) It appears to the Court that it
15 would be far easier for class counsel to verify R&M's
16 representations on a classwide basis after reviewing R&M's own
17 records than it would be for individual employees to search for
18 14-year-old pay stubs to confirm their applicable rates of pay.
19 Further, counsel has a fiduciary duty to the class it represents.
20 How is this fiduciary duty fulfilled by pushing off verification to
21 class members? [Emp Added]

22 In response to the Court's July 31, 2020 comments, the parties again met
23 and conferred and further amended their settlement agreement and related
24 documents. Thereafter on August 26, 2020, Medina filed his second
25 supplemental memorandum of points and authorities and Rees' third
26 supplemental declaration which included the Second Amended and Restated
27 Settlement Agreement.

28 The Second Amended and Restated Settlement Agreement attempted to
address and resolve the Court's July 31 Comment 4. The parties did so by
amending Paragraphs 5, 59 and 60 to their settlement agreement. Paragraph 5,
which contains the definition of Class Information R&M was to provide was
expanded to include payroll information. Paragraph 59, which contains R&M's
factual representations, was amended to state that the payroll information it
was providing was true and correct. Paragraph 60 was amended to allow Class
Counsel ten days following receipt of the payroll information to determine

1 whether or not it was materially inaccurate and provide Medina with the right
2 to terminate the settlement of those payroll representations were inaccurate.

3 Medina explained what was done to resolve comment 4 at pages 5 through
4 7 of his second supplemental memorandum. As Medina explained and as set
5 forth in Footnote 1 of each iteration of the settlement agreement, R&M was
6 unwilling to provide the Class Information, now expanded to include payroll
7 information, without being authorized and directed by this Court to do so as
8 each iteration of the preliminary approval order does in Paragraph 8 thereof. As
9 a result, Medina and Class Counsel needed to have this Court make that
10 authorization in order to review the payroll information as this Court had
11 suggested was necessary to satisfy Class Counsel's fiduciary duties.

12 On September 4, 2020, this Court granted Medina's motion for
13 preliminary approval of the settlement. Neither the Court's tentative ruling nor
14 the Court's oral ruling indicated that the Court was denying Medina's motion to
15 have this Court authorize and direct R&M to provide the expanded Class
16 Information to Class Counsel as consistently requested by Medina and as
17 consistently set forth in each of the proposed iterations of the preliminary
18 approval order.

19 On September 16, 2020, this Court signed and filed the Updated Second
20 Revised Preliminary Approval Order. In doing so, this Court modified
21 Paragraphs 11, 13, and 14 and struck entirely Paragraph 8.

22 **II. THE COURT'S STRIKING OF PARAGRAPH 8 RESULTS IN R&M**
23 **BEING UNABLE TO PROVIDE CLASS COUNSEL WITH THE**
24 **CLASS INFORMATION AND THE INABILITY OF CLASS**
25 **COUNSEL TO PERFORM ITS VERIFICATION OF PAYROLL**
26 **INFORMATION AS PROVIDED IN PARAGRAPH 60.**

27 Blue Fox, in order to perform its duties to the Settlement Class pursuant
28 to the Second Amended and Restated Settlement Agreement, needs to be able to

1 timely review the Class Information. As a result of the last modification to that
2 agreement, Class Counsel is required to review the payroll information
3 submitted by R&M in order to determine whether or not R&M's representations
4 concerning the pay of the Settlement Class Members is accurate or materially
5 inaccurate and then advise Medina as to whether or not to terminate the
6 Settlement. Additionally, Class Counsel requires the contact information to
7 assist the Settlement Administrator in locating any Settlement Class Members
8 whose Class Notices are returned undeliverable. Finally, Class Counsel requires
9 the Class Information to verify that the Individual Settlement Payments are
10 correctly calculated.

11 Class Counsel has no idea why this Court struck Paragraph 8 from the
12 Updated Second Revised Preliminary Approval Order. Class Counsel hopes that
13 this was in error and will be corrected by amending that order.

14 Because of the time schedule created by the Updated Second Revised
15 Preliminary Approval Order, there is insufficient time to seek this relief by
16 noticed motion.

17 Lodged herewith is an Amended Preliminary Approval Order. That
18 amended order reinserts Paragraph 8 and makes all of the other changes made
19 by the Court in the Updated Second Revised Preliminary Approval Order.
20 Attached hereto as Exhibit A is a redline showing the differences between the
21 signed order and the amended order.

22 **III. NOTICE OF APPLICATION.**

23 On September 21, 2020, R&M was emailed a copy of this *Ex Parte*
24 Application and [Proposed] Amended Preliminary Approval Order and had
25 previously stated that R&M had no objection/opposition to the relief sought. A
26 copy of this email and R&M's counsel's response is attached hereto as Exhibit B.

27
28

1 Dated: September 22, 2020

BLEAU FOX
A Professional Law Corporation

2
3
4 By: /s/ Samuel T. Rees
SAMUEL T. REES

5 Attorneys for Medina and the Class
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DECLARATION OF SAMUEL T. REES

I, SAMUEL T. REES, declare:

1. I remain an attorney at law duly licensed to practice in California and Louisiana. I also remain "Of Counsel" to Bleau Fox, a PLC, counsel for Plaintiff and Plaintiff Class herein.

2. Attached hereto as Exhibit A is a redline copy showing the changes between the Updated Second Revised [Proposed] Preliminary Approval Order and the [Proposed] Amended Preliminary Approval Order submitted concurrently herewith. In drafting the [Proposed] Amended Preliminary Approval Order, I attempt to make all changes made by this Court on September 16, 2020, in the signed and filed Updated Second Revised Preliminary Approval Order with the exception of deleting Paragraph 8.

3. Attached hereto as Exhibit B is a true and correct copy of my email, without attachment, which I sent to counsel for R&M on September 21, 2020, setting forth the date, time, and place this application would be submitted and the relief sought.

I declare under penalty of perjury pursuant to California law that the foregoing is true and correct.

Dated: September 22, 2020

/s/ Samuel T. Rees
SAMUEL T. REES

[PROPOSED] ORDER GRANTING APPLICATION

The Court having read and considered Plaintiff's Unopposed *Ex Parte* Application To Amend Preliminary Approval Order and good cause appearing, the Application is granted.

Dated: September __, 2020

William D. Cluster
Judge of the Superior Court

EXHIBIT A

1 SAMUEL T. REES (State Bar No. 58099)
THOMAS P. BLEAU (State Bar No. 152945)
2 MARTIN R. FOX (State Bar No. 155783)
BLEAU FOX
3 A Professional Law Corporation
2801 West Empire Avenue
4 Burbank, CA 91504
Telephone: (818) 748-3434
5 Facsimile: (818) 748-3436
6 Attorneys for Plaintiff
and the Plaintiff Class
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10
11 RAYMOND STODDARD and SANTIAGO) Case No. 30-2010-00395208-CU-OE-CXC
MEDINA, etc.,)
12) Hon. William Claster
Plaintiffs,) Department CX 102
13)
vs.) CLASS ACTION
14)
EQUILON ENTERPRISES, LLC, et al.,) ~~UPDATED SECOND REVISED~~
15) [PROPOSED] AMENDED PRELIMINARY
R&Ms.) APPROVAL ORDER
16)
Date: September 4, 2020
17) Time: 9:00 a.m.
Dept: CX 104
18) Complaint Filed: August 2, 2010
Trial Date: None Set
19)
20) **Reservation No. 73219881**

21
22 WHEREAS, this action is pending before this Court as a Class Action; and
23 WHEREAS, Plaintiff Santiago Medina ("Medina") has filed an unopposed
24 motion with this Court for an Order preliminarily approving the settlement of
25 the Class Action entered into by and between R & M Pacific Rim, Inc., a
26 California corporation, ("R&M") and Medina, individually and on behalf of
27 Settlement Class Members as defined therein, in accordance with their Second
28 Amended and Restated Settlement Agreement, which, together with the

1 Exhibits attached to the Second Amended and Restated Settlement Agreement,
2 sets forth the terms and conditions for a proposed partial settlement of the Class
3 Action; and the Court having read and considered the Second Amended and
4 Restated Settlement Agreement and the Exhibits attached thereto;

5 NOW, THEREFORE, IT IS HEREBY ORDERED:

6 1. This Preliminary Order incorporates by reference the definitions in
7 the Second Amended and Restated Settlement Agreement, as filed with the
8 Court, and all terms defined therein shall have the same meaning as set forth in
9 the Second Amended and Restated Settlement Agreement.

10 2. Effective September 4, 2020, the Court hereby grants Medina's
11 Motion for Preliminary Approval of Class Action Settlement and finds the terms
12 of the Second Amended and Restated Settlement Agreement to be within the
13 range of reasonableness of a settlement that ultimately could be granted
14 approval by the Court at a Final Approval Hearing.

15 3. The Court preliminarily approves the terms of the Second Amended
16 and Restated Settlement Agreement and finds that they fall within the range of
17 approval as fair, adequate, and reasonable. The Court hereby preliminarily finds
18 that the Settlement Agreement is the product of informal, non-collusive
19 negotiations conducted at arms' length by the parties. The Court has considered
20 the estimate of the Class Members' total recovery, R&M's potential liability, the
21 allocation of settlement proceeds among Class Members, including the two
22 subclasses, and the fact that a settlement represents a compromise of the
23 parties' respective positions rather than the result of a finding of liability at
24 trial. The assistance of an experienced mediator in the settlement process
25 supports the Court's conclusion that the Settlement is non-collusive and
26 reasonable. The Settlement is presumptively valid.

27 4. For purposes of the Settlement only, the Court finds that the
28 proposed Settlement Class is ascertainable and that there is a sufficiently well-

1 defined community of interest among the members of the Settlement Class in
2 questions of law and fact. Therefore, the Court preliminarily certifies as the
3 Settlement Class, for settlement purposes only, all persons who were employed
4 by R&M and who worked at a Shell branded station operated by R&M and
5 owned by Equilon Enterprises, LLC at any time during the period from August
6 2, 2006 to September 1, 2008. The Settlement Class consists of the Settlement
7 Misclassification Subclass, consisting of all Settlement Class Members during
8 any portion of the Class Period that they were declared by R&M as exempt
9 employees and paid a salary. and the Settlement Break Subclass, consisting of
10 all Settlement Class Members during any portion of the Class Period that they
11 were non-exempt hourly wage employees.

12 5. For purposes of the Settlement only, Medina is approved as the
13 Class Representative.

14 6. For purposes of the Settlement only, Bleau Fox, a Professional Law
15 Corporation, is appointed and approved as Class Counsel.

16 7. The Court hereby appoints and approves Phoenix Settlement
17 Administrators as the Settlement Administrator.

18 8. After balancing the privacy interests of the Settlement Class as
19 asserted by R&M, the Court finds that in order for the Class Notice to be mailed
20 to the Settlement Class at their last known address based upon R&M's
21 employment records, that the Settlement Administrator and Class Counsel have
22 sufficient information to locate Settlement Class members and that the
23 Settlement Administrator and Class Counsel have sufficient information to
24 prorate Individual Settlement payments for each subclass, it is necessary and
25 appropriate, without prior notice to the Settlement Class, that R&M be
26 authorized and directed to provide to the Settlement Administrator and Class
27 Counsel the Class Information to be used solely for the purposes of settlement of
28 this Class Action. Having so determined, the Court hereby orders R&M to so

1 provide to the Settlement Administrator and Class Counsel the Class
2 Information to be so used on or before October 4, 2020.

3 9. A hearing ("Final Approval Hearing") shall be conducted before this
4 Court on February 19, 2021 at 9:00 a.m., in Department CX104, to determine
5 whether the proposed settlement of the Class Action on the terms and conditions
6 provided for in the Settlement Agreement is fair, reasonable and adequate,
7 whether said settlement should be finally approved by the Court, and whether a
8 Final Approval Order and Judgment should be entered herein.

9 10. The Court hereby approves, as to form and content, the Class Notice,
10 Information Sheet and Request for Exclusion Form attached as Exhibit 1 to the
11 Second Amended and Restated Settlement Agreement.

12 11. The Court approves the requirements for disputing the information
13 upon which Settlement Class Members' share of the Settlement will be
14 calculated ~~and sets December 8, 2020 as the deadline for doing so.~~ The Court
15 approves the requirements for objecting to the Settlement and excluding
16 Settlement Class Members who timely and properly request to be excluded from
17 the Settlement Class, all as provided in the Second Amended and Restated
18 Settlement Agreement. The Court finds that the procedures and requirements
19 for submitting objections in connection with the Final Approval Hearing are
20 intended to ensure the efficient administration of justice and the orderly
21 presentation of any Settlement Class Member's objection to the Settlement, in
22 accordance with the due process rights of all Settlement Class Members. ~~The
23 Court sets January 2, 2021, as the deadline for Settlement Class Members to
24 request to be excluded from the Settlement Class or object to the fairness,
25 reasonableness, or adequacy of the Second Amended and Restated Settlement
26 Agreement or the proposed Settlement, the Plan of Allocation, the Class Counsel
27 Award and/or the Service Award and sets the same deadline for Settlement~~

1 ~~Class Members to update their personal information contained in the Class~~
2 ~~Notice.~~

3 12. The Court finds that the mailing of the Class Notice substantially in
4 the manner and form as set forth in the Second Amended and Restated
5 Settlement Agreement and this Preliminary Approval Order meets the
6 requirements of *California Rules of Court* Rules 3.766(d) and 3.769(f), California
7 Code of Civil Procedure section 382, California Civil Code section 1781, other
8 applicable law, and due process, and is the best notice practicable under the
9 circumstances, and shall constitute valid, due and sufficient notice to all
10 Settlement Class Members.

11 13. The Court hereby authorizes and directs the Settlement
12 Administrator to mail or cause to be mailed to Settlement Class Members the
13 Class Notice, completed Information Sheet and the Request for Exclusion Form.
14 Such documents shall be sent by First Class U.S. mail, postage prepaid. Mailing
15 of the Class Notice shall occur on November 3, 2020. ~~The Class Notice,~~
16 ~~completed Information Sheet and the Request for Exclusion Form shall be~~
17 ~~mailed using the information provided by R&M in the Class Information, as~~
18 ~~updated, to the extent that Class Notices are returned undeliverable, by the~~
19 ~~Settlement Administrator as provided in the Second Amended and Restated~~
20 ~~Settlement Agreement. Class Counsel may provide additional updated mailing~~
21 ~~and/or emailing addresses to the Settlement Administrator. If these procedures~~
22 ~~are followed, notice to Class Members shall be deemed to have been satisfied,~~
23 ~~and if the intended recipient of the Class Notice does not receive the Class~~
24 ~~Notice, the intended recipient shall nevertheless remain a Settlement Class~~
25 ~~Member and shall be bound by all terms of the Settlement Agreement and this~~
26 ~~Preliminary Approval Order. The Settlement Administrator shall provide~~
27 ~~periodic reports to Class Counsel and Defense Counsel.~~

1 14. On or before ~~December~~January 19, ~~2020~~2021, Class Counsel shall
2 serve and file its application for a Class Counsel Award and litigation costs and
3 expenses as well as any application for a Service Award.

4 15. Five days prior to the Final Approval Hearing, Class Counsel shall
5 serve and file the declaration of the Settlement Administrator containing the
6 information required by the Second Amended and Restated Settlement
7 Agreement.

8 16. The Court reserves the right to adjourn or continue the date of the
9 Final Approval Hearing without further notice to Class Members, and retains
10 jurisdiction to consider all further applications or motions arising out of or
11 connected with the proposed settlement.

12 IT IS SO ORDERED.

13 Dated: September __, 2020

14 William D. Cluster
15 Judge of the Superior Court

16 APPROVED AS TO FORM AND CONTENT.

17 Dated: September 8, 2020

BLEAU FOX
A Professional Law Corporation

18 By: /s/ Samuel T. Rees
19 SAMUEL T. REES

20 Attorneys for Plaintiff and the Plaintiff Class

21 Dated: September 8, 2020

KRING & CHUNG LLP

22 By: /s/ Allyson K. Thompson
23 ALLYSON K. THOMPSON

24 Attorneys for R&M PACIFIC RIM, INC.
25
26
27
28

EXHIBIT B

Samuel T. Rees

From: Kerri N. Polizzi [kpolizzi@kringandchung.com]
Sent: Tuesday, September 22, 2020 10:53 AM
To: Samuel T. Rees
Cc: Allyson K. Thompson; 'Nathan Childress'
Subject: RE: [EXTERNAL]:Ex Parte (K&C file no. 6245.003)

Good morning Sam,

This will confirm that the Notice below has been received, that we do not intend to oppose your application, and do not have objections to the amended proposed order. We look forward to the Court's guidance on this matter so that we can proceed.

Kerri

Kerri N. Polizzi
KRING & CHUNG, LLP
38 Corporate Park
Irvine, CA 92606
Telephone: (949) 261-7700
Facsimile: (949) 261-8800
kpolizzi@kringandchung.com
<http://www.kringandchung.com>

From: Samuel T. Rees <STReesEsq@earthlink.net>
Sent: Monday, September 21, 2020 3:05 PM
To: Kerri N. Polizzi <kpolizzi@kringandchung.com>; Allyson K. Thompson <athompson@kringandchung.com>
Cc: 'Nathan Childress' <nchildress@bleaufox.com>
Subject: [EXTERNAL]:Ex Parte

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kerri/Allyson,

Please consider this my ex parte notice that on September 24, 2020, at 8:30 a.m. in Department CX 104, I shall present the attached application and seek to have the Court sign the attached [Proposed] Amended Preliminary Approval Order. This email will be Exhibit B to that application.

Note that pursuant to our earlier conversation, I am advising the Court that R&M does not oppose this application and concurs that it should be brought. Please also approve the amended PAO so it may be submitted.

Samuel T. Rees
2801 West Empire Avenue

Burbank, California 91504
STReesEsq@Earthlink.Net

The preceding email message (including any attachments) contains information that may be confidential, protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

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

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 580 West Empire Avenue, Burbank, California 91504.

On September 22, 2020, I served the foregoing document(s) described as **PLAINTIFF'S UNOPPOSED EX PARTE APPLICATION TO AMEND PRELIMINARY APPROVAL ORDER; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF SAMUEL** on the interested parties to this action who are listed on the attached Service List by electronically serving those persons at the electronic addresses noted therein.

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

FEDERAL: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct of my own personal knowledge, and that I am employed in the office of a member of the Bar of this Court at whose discretion this service was made.

Executed on September 22, 2020, at Burbank, California.

/s/ Nathan Childress
Nathan Childress

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

SERVICE LIST

Raymond A. Cardozo, Esq.
Reed Smith, LLP
355 South Grand Avenue
Suite 2900
Los Angeles, CA 90071-3048
RCardozo@reedsmith.com

Allyson K. Thompson
Attorney at Law
Kring & Chung, LLP
38 Corporate Park
Irvine, CA 92606
athompson@kringandchung.com