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

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

Case No. 30-2010-00395208-CU-0E-CXC

Hon. James J. Di Cesare
Department C 16

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR AN AWARD OF
ATTORNEYS' FEES, COSTS AND
EXPENSES AND A SERVICE
AWARD TO THE CLASS
REPRESENTATIVE**

**[Filed Concurrently with Notice of
Motion and Supporting
Declaration]**

Date: July 16, 2021
Time: 9:30 a.m.
Dept: C 16
Complaint Filed: August 2, 2010
Trial Date: None Set

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1 **I. INTRODUCTION.**

2 This Memorandum is submitted by Plaintiff and Settlement Class
3 Representative Santiago Medina (“Medina”) and Class Counsel Bleau Fox, a
4 Professional Law Corporation (“Bleau Fox”) in support of their motion for a
5 Service Award to Medina and a Class Counsel Award to Bleau Fox. Both
6 awards are sought in connection with Medina’s settlement with Defendant R&M
7 Pacific Rim, Inc. (“R&M”).

8 On March 9, 2021, Medina and R&M entered into their Third Amended
9 and Restated Settlement Agreement resolving all class claims against R&M for
10 \$845,000.

11 On April 12, 2021, this Court signed and filed its Revised Second Amended
12 Preliminary Approval Order, preliminarily approving the settlement with R&M.
13 That order provided in Paragraph 9 for a Final Approval Hearing on July 16,
14 2021 and further provided in Paragraph 14 that Class Counsel’s application for
15 a Class Counsel Award and Medina’s application for a Service Award be served
16 and filed thirty-five days prior to July 16, which is June 11, 2021. This motion
17 serves as those applications.

18 As will be established below, the method used to calculate attorneys’ fees
19 in a class action is the lodestar/multiplier approach. Class Counsel seeks an
20 award of attorneys’ fees in the amount of \$281,667. As set forth in the
21 accompanying Declaration of Samuel T. Rees, the amount of attorneys’ fees
22 being sought is less than simply applying the lodestar, although based upon the
23 normal factors to be considered, a multiplier to the lodestar would certainly be
24 justified. Nevertheless, the parties’ settlement agreement in Paragraph 4 limits
25 the amount of attorneys’ fees to be award to the amount sought.

26 The amount of costs and expenses being sought is below the \$15,000
27 ceiling estimated in the Class Notice.
28

1 As will also be established below, the Service Award of \$15,000 is clearly
2 justified under the circumstances of this case, considering the fact that Medina
3 has continued to prosecute claims on behalf of the Class for over a decade.

4 **II. BACKGROUND.**

5 Because this Court has only recently been assigned this action, movants
6 believe that a brief explanation of the background of this Action may be helpful
7 to this Court.

8 The underlying litigation is a wage and hour class action involving
9 employees working at Shell branded stations located in California. The action
10 seeks to recover, *inter alia*, unpaid overtime for employees misclassified as
11 exempt and unpaid meal and rest break compensation for all station employees.

12 The defendants named in the original complaint include Equilon
13 Enterprises, LLC (“Shell”) and R&M Pacific Rim, Inc. (“R&M”).

14 This action was commenced in August 2010 and almost immediately
15 stayed because of the pendency of several earlier filed related cases. This stay
16 was lifted by this Court in August 2018.

17 Following the lifting of this stay, Shell moved for summary judgment,
18 which was granted. Medina has appealed the summary judgment. That appeal
19 is now fully briefed and the parties are awaiting oral argument. The settlement
20 currently before this Court does not fully resolve the issues on appeal.

21 Prior to 2003, Shell owned numerous service stations in California. Shell
22 operated some of these stations itself. Other stations were operated by third
23 parties pursuant to contracts.

24 In 2003, Shell changed its model for operating all stations. It discontinued
25 operating stations itself and instead assigned all stations in clusters to
26 approximately 13 multi-site operators or MSOs. R&M’s principal, Mr. Kim, was
27 one of the original MSO operators and was replaced later by R&M when it was
28 incorporated.

1 This action was the fourth of six related cases. The first action was filed in
2 2005 and was ultimately denominated *Wales and Johnson vs. Shell Oil*
3 *Company*, Los Angeles Superior Court Case No. BC 333 740 (the “Wales
4 Action”). That action was also a wage and hour class action asserting that
5 certain employees were misclassified as exempt and all employees were not
6 properly compensated for missed meal and rest breaks. These claims were
7 asserted not only on behalf of employees working at Shell owned and operated
8 stations but also on behalf of employees working at Shell owned and MSO
9 operated stations such as the ones involved in this action. As to the later
10 stations, plaintiffs asserted that Shell was the “joint employer” similar to the
11 assertion in this Action.

12 Substantial discovery was undertaken in this Wales Action. This included
13 document production from R&M and the depositions of its two principals.

14 In seeking class certification in the Wales Action, Raymond Stoddard and
15 Medina submitted declarations supporting class certification and were deposed.

16 The Wales Action was partially certified as a class action as to the claimed
17 exempt employees working directly for Shell. These claims were settled.

18 While the Wales Action was pending and before a final denial of class
19 certification on the non-settled claims, the related cases were filed, including
20 this Action. All were stayed pending the outcome of the Wales Action. After the
21 Wales Action was resolved, all of the other actions remained stayed except the
22 San Bernardino County action which proceeded to final judgment. The third
23 action filed in Contra Costa County was amended to delete class allegations and
24 then proceeded to final judgment.

25 Following the lifting of the stay in 2018, this Action proceeded on two
26 tracks. One track was for Shell and Medina to work cooperatively together to
27 reach a stipulation of undisputed evidence on which Shell’s motion for summary
28

1 judgment would be based. The other track was for R&M and Medina to conduct
2 an early mediation before further delays and discovery costs were incurred.

3 Medina and R&M decided to participate in a voluntary private mediation
4 before the Honorable Carl J. West (Ret). That mediation was conducted on
5 January 3, 2019. Prior to the mediation, R&M provided Medina with certain
6 information so that the mediation could proceed on an informed basis. Medina
7 determined that this information coupled with the discovery undertaken in the
8 Wales Action was sufficient to allow for a meaningful mediation in the absence
9 of conducted additional discovery.

10 While Medina and R&M did not reach a settlement at the mediation
11 hearing, Judge West remained involved in the mediation process; and, as a
12 result, a settlement in principal was reached between those parties on January
13 15, 2019. As part of this process, Medina and R&M also reached a settlement of
14 certain individual claims brought by Medina. That settlement is conditioned
15 upon this settlement.

16 As noted above, Shell and Medina worked cooperatively to reach
17 stipulations of fact for the parties to use in connection with Shell summary
18 judgment motion.

19 The drafting of the settlement agreement was particularly arduous. The
20 initial settlement agreement was presented to this Court for preliminary
21 approval. Shortly before the hearing, the Court provided the parties with
22 detailed questions and comments which were incorporated into the Court's
23 ruling. The hearing was continued to allow the parties to address the Court's
24 comments.

25 An amended settlement agreement was then presented to the Court.
26 Again and shortly before the hearing, the Court provided the parties with
27 further comments and questions. The hearing was again continued.
28

1 The parties then presented the Court with a second amended settlement
2 agreement. This resulted in the Court preliminarily approving the settlement
3 but the preliminary approval order went through several drafts and
4 modifications before it was signed and filed.

5 One of the requirements of the parties' Second Amended and Restated
6 Settlement Agreement was that R&M was to provide certain Class Information
7 to the Settlement Administrator and to Class Counsel. Included in this
8 information was certain specific payroll data to allow Class Counsel to
9 determine whether certain factual representations made by R&M were accurate.

10 The Class Information provided to Class Counsel, while mostly complete,
11 still required significant analysis and supplementation.

12 The Settlement Administrator did not mail the Class Notices by the date
13 required by the Court. This resulted in the parties seeking to vacate certain
14 dates set forth in the preliminary approval order and seek new dates. The
15 parties determined that because of this it would be appropriate to further amend
16 their settlement agreement to correct certain issues. This was accomplished and
17 ultimately this Court preliminarily approved the parties' Third Amended and
18 Restated Settlement Agreement and related exhibits.

19 Pursuant to the Court's order, the Class Notices were mailed to the
20 Settlement Class by the Settlement Administrator on April 26, 2021.

21 **III. LAW APPLICABLE TO ATTORNEY FEE AND COST AWARDS IN** 22 **CLASS ACTIONS.**

23 In class actions, attorneys' fees and costs are determined by the Court and
24 not simply left to the retainer agreements signed by the Representative Plaintiff.
25 The amount of any award rests in the sound discretion of the Court.

26 California courts favor the lodestar/multiplier method of determining
27 attorneys' fees. (See *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th
28 19; *Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629; *Serrano v.*

1 *Priest* (1977) 20 Cal.3d 25 (hereafter "*Serrano III*").) The lodestar/multiplier
2 method begins with the calculation of the lodestar by multiplying the hours
3 spent on the case by an hourly rate. In *Serrano III*, the California Supreme
4 Court established the proposition that the lodestar amount is set by the trial
5 court as an objective determination of the value of the lawyers' services. The
6 California Supreme Court then went on to hold that the trial courts have the
7 discretion to increase or decrease the lodestar figure by applying a multiplier.

8 The California Supreme Court has articulated certain factors that a court
9 may consider in determining whether to apply a fee enhancement. These factors
10 include the novelty and difficulty of the issues, the skill the lawyer displayed in
11 representing them, the extent to which the litigation precluded the lawyer from
12 accepting other employment, and the contingent nature of the fee award (both
13 from the view of eventual victory on the merits and the view of establishing
14 eligibility for an award). (*Serrano III*, 20 Cal.3d at 49.)

15 The California Supreme Court revisited the issue of determining fees and
16 enhancements on three occasions after *Serrano III* in *Press v. Lucky Stores, Inc.*
17 (1983) 34 Cal.3d 311, *Maria P. v. Riles* (1987) 43 Cal.3d 1281, and *Ketchum v.*
18 *Moses* (2001) 24 Cal.4th 1122 (hereafter "*Ketchum*"). In each of these cases, the
19 Supreme Court underscored the importance of using the lodestar to calculate an
20 objectively reasonable attorney fee award and the use by the trial judge of a
21 multiplier to increase the lodestar figure depending on a variety of factors,
22 including the contingent nature of the fee award.

23 In discussing the basic rules, the Supreme Court stated in *Ketchum*:

24 Under *Serrano III*, a court assessing attorney **fees** begins
25 with a touchstone or lodestar figure, based on the "careful
26 compilation of the time spent and **reasonable** hourly
27 compensation of each attorney . . . involved in the presentation of
28 the case." (*Serrano III, supra, 20 Cal. 3d at p. 48.*) We expressly
approved the use of prevailing hourly rates as a basis for the
lodestar, noting that anchoring the calculation of attorney **fees** to
the lodestar adjustment method "is the only way of approaching
the problem that can claim objectivity, a claim which is obviously
vital to the prestige of the bar and the courts." (*Id. at p. 48, fn.*

1 23.) In referring to "**reasonable**" compensation, we indicated that
2 trial courts must carefully review attorney documentation of hours
3 expended; "padding" in the form of inefficient or duplicative efforts
4 is not subject to compensation. (See id. at p. 48.)

5 Under *Serrano III*, the lodestar is the basic **fee** for
6 comparable legal services in the community; it may be adjusted by
7 the court based on factors including, as relevant herein, (1) the
8 novelty and difficulty of the questions involved, (2) the skill
9 displayed in presenting them, (3) the extent to which the nature of
10 the litigation precluded other employment by the attorneys, (4)
11 the contingent nature of the **fee** award. (*Serrano III, supra, 20*
12 *Cal. 3d at p. 49.*) The purpose of such adjustment is to fix a **fee** at
13 the fair market value for the particular action. In effect, the court
14 determines, retrospectively, whether the litigation involved a
15 contingent risk or required extraordinary legal skill justifying
16 augmentation of the unadorned lodestar in order to approximate
17 the fair market rate for such services. The " 'experienced trial
18 judge is the best judge of the value of professional services
19 rendered in his court, and while his judgment is of course subject
20 to review, it will not be disturbed unless the appellate court is
21 convinced that it is clearly wrong.' " (*Ibid.*)
22 *Ketchum*, 24 Cal.4th at 1132-1133.

23 See also *PLCM Group, Inc. v. Drexler*, (2000) 22 Cal.4th 1084.

24 In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, a decision
25 following *Ketchum*, the court affirmed an attorney fee award using the
26 lodestar/multiplier approach made as part of a class action settlement.

27 The court in *Wershba* at 254 held, as follows:

28 "No specific findings reflecting the court's calculations were
required. (*Rebney v. Wells Fargo Bank, supra*, [(1991)] 232
Cal.App.3d [1344] at p. 1349.) 'The record need only show that
the attorney fees were awarded according to the 'lodestar' or
'touchstone' approach'. (*Ibid.*)"

The court in *Wershba* at 255 went on to note that multipliers can range
from 2.0 to 4.0, or even higher, to reflect contingent risk:

"An experienced trial judge is in a position to assess the value of
the professional services rendered in his or her court. (*Ibid.*;
Serrano v. Priest (1977) 20 Cal.3d 25, 49.) The lodestar multiplier
used was 1.42. Multipliers can range from 2 to 4 or even higher.
[Citations.]" [Emphasis added.]

In *Feminist Women's Health Center v. Blythe* (1995) 32 Cal.App.4th 1641,
the court noted:

"[w]here a plaintiff has obtained excellent results, his attorney
should recover a fully compensatory fee. Normally, this will

1 encompass all hours reasonably expended on the litigation, and
2 indeed in some cases of exceptional success an enhanced award
3 may be justified. . . ." (Id. at p. 1674, n.8, quoting from *Hensley v. Eckerhart* (1983) 461
4 U.S. 424, 435-36.)

5 Once the lodestar amount is determined, the Court may use a multiplier to
6 augment the lodestar figure. (*Press v. Lucky Stores, Inc., supra* (1983) 34 Cal.3d
7 311, 322.) One purpose of the multiplier is to establish a fee that is "likely to
8 entice competent counsel to undertake difficult public interest cases." (*San*
9 *Bernardino Valley Audubon Society, Inc. v. County of San Bernardino* (1984) 155
10 Cal.App.3d 738, 755.) A multiplier is recognized as necessary to attract
11 competent representation for cases meriting legal assistance and "to compensate
12 for the high quality of work performed and the contingencies involved in
13 undertaking this litigation." (*Press v. Lucky Stores, Inc., supra* 34 Cal.3d 311,
14 322.)

15 In *Syers Properties III, Inc. v. Rankin*, (2014) 226 Cal.App.4th 691, the
16 issue was the determination of the prevailing rate for fees. The moving party
17 had utilized the *Laffey Matrix*, which is an analysis of prevailing rates in the
18 Washington DC area and then adjusted those rates based upon the consumer
19 price index to apply to the San Francisco area. The Court of Appeal found that
20 using the *Laffey Matrix* in this manner was acceptable for determining hourly
21 rates. In connection with this motion, the hourly rates of Class Counsel are
22 below and at the present time far below the rates provided in the *Laffey Matrix*
23 even without adjusting those rates higher to reflect the consumer price
24 difference in the Los Angeles area where Class Counsel practices.

25 In addition to an award of fees, Class Counsel also seeks reimbursement
26 for costs and out-of-pocket expenses. Costs and out-of-pocket expenses are
27 recoverable as incident to a fee award in addition to costs. (See *Downey Cares v.*
28 *Downey Community Development Com.* (1987) 196 Cal.App.3d 983, 998, n.13.)

1 Expenses that should be reimbursed include "photocopying, postage, travel and
2 the like." (*Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419.)

3 **IV. ANALYSIS OF LODESTAR AND MULTIPLIER**

4 Accompanying this motion is a Declaration of Samuel T. Rees. Attached
5 thereto as Exhibit A is a complete listing of time records for services performed
6 by Bleau Fox in this action. The recorded time is solely for Mr. Rees, although
7 others at the firm provided small amounts of services over the last decade.

8 The time records run from June 29, 2010 until May 21, 2021, although
9 additional services have been performed since that time and will be performed in
10 the future until such time as this matter is fully resolved. Bleau Fox will seek
11 those fees from Shell should the summary judgment be reversed.

12 According to the time records, Mr. Rees has devoted in excess of 683 hours.
13 Mr. Rees' normal hourly rate on contingent and class action matters is \$600 per
14 hour. Attached to Mr. Rees' declaration as Exhibit B is a current copy of the
15 *Laffey Matrix*. This exhibit establishes the reasonable value of Mr. Rees time
16 based upon his many years of experience. Attached to Mr. Rees' declaration as
17 Exhibit C is a true and correct copy of Mr. Rees' current resume. Mr. Rees'
18 experience was also provided to this Court in connection with Bleau Fox's
19 appointment as Class Counsel.

20 As noted above, the Third Amended and Restated Settlement Agreement
21 provides for a maximum payment for attorneys' fees \$281,667. See Paragraph 4.

22 Normally, the next part of the analysis by the Court is to determine an
23 appropriate multiplier. The factors justifying a substantial multiplier are also
24 discussed in the accompanying declaration of Samuel T. Rees; but the fact of the
25 matter is that there are simply no funds to apply a more than 1.0 multiplier and
26 comply with the conditions of the settlement agreement unless the Court were to
27 substantially reduce the hourly rate applied to Mr. Rees or find that a
28 substantial amount of the services performed by Mr. Rees were unnecessary.

1 Should either of such events occur, Bleau Fox requests that this Court apply an
2 appropriate multiplier to the adjusted lodestar but not to exceed the maximum
3 provided by the settlement agreement.

4 **V. THE COURT SHOULD AWARD BLEAU FOX \$11,267.24 AS**
5 **REASONABLE COSTS AND EXPENSES INCURRED IN THIS**
6 **ACTION.**

7 Attached to Mr. Rees' declaration as Exhibit D is a listing of the costs and
8 expenses incurred and paid for by Bleau Fox. These costs and expenses are
9 shown at \$11,367.24. Most of those expenses are straight forward and require
10 little explanation. They consist of filing fees and CourtCall fees. There is,
11 however, a significant cost paid to JAMS which was Medina's share of the
12 mediation fee for the successful mediation before Judge West. The Court should
13 note that many of these costs have been carried by Bleau Fox for many, many
14 years.

15 Movants submit that the costs are clearly reasonable and do not exceed
16 \$15,000 which was estimated by Class Counsel in the Class Notice.

17 **VI. MEDINA SHOULD BE GRANTED A SERVICE AWARD IN THE**
18 **SUM OF \$5,000**

19 In Paragraph 25 of the Third Amended and Restated Settlement
20 Agreement, Medina stated an intention to seek a Service Award of \$5,000 and
21 R&M agreed not to object to a Service Award that does not exceed \$5,000. This
22 motion seeks that Service Award.

23 The requested Service Award is fully justified. Medina has been required
24 to expend extraordinary amounts of time both before the commencement of this
25 action and after it was filed to seek recovers for all of his fellow employees at
26 Shell owned service stations in California. He has submitted to a lengthy
27 deposition and has reviewed countless filings. He has also been required to
28 supervise the activities of counsel and provide guidance to counsel on both

1 Shell's and R&M's policies, procedures and practices and the operation of R&M's
2 stations. Finally, Medina provided invaluable assistance to Class Counsel in
3 preparing damage studies for use at trial and settlement negotiations.

4 In addition, Medina has endured substantial risks. While counsel for
5 Medina was retained on a contingency fee basis and has funded all costs of
6 prosecution, Medina was at risk for the payment of recoverable costs.

7 Because Medina has and will continue to fully participate in this Action,
8 performed all that has been asked of him and endured the substantial risks, it is
9 submitted that the \$5,000 Service Award is fully justified.

10 **VII. CONCLUSION.**

11 For the foregoing reasons, it is respectfully requested that this Court make
12 an award of attorneys' fees, costs and expenses to Class Counsel in the sum of
13 \$281,667 and \$11,367.24 respectively and make a Service Award to Medina in
14 the sum of \$5,000.

15 Because these payments are made before the remaining Total Settlement
16 Amount is divided between the two subclasses, each subclass only bears its
17 prorated share of these payments.

18 Respectfully submitted.

19 Dated: June 1, 2021

BLEAU FOX
A Professional Law Corporation

21 By: /s/ Samuel T. Rees
22 Samuel T. Rees
23 Attorneys for Plaintiff and Plaintiff Class
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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 June 1, 2021, I served the foregoing document(s) described as **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR AN AWARD OF ATTORNEYS' FEES, COSTS AND EXPENSES AND A SERVICE AWARD TO THE CLASS REPRESENTATIVE** 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 June 1, 2021, at Burbank, California.

/s/ Nathan Childress

Nathan Childress

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