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13 Attorneys for Plaintiff and the Class

ELECTRONICALLY FILED

Superior Court of California

County of Sonoma

12/7/2021 1:07 PM

Arlene D. Junior, Clerk of the Court

By: Jennifer Ellis, Deputy Clerk

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF SONOMA

16 RAFAEL ESCOBAR, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 HUNEEUS VINTNERS, LLC, a Delaware
21 limited liability company; and DOES 1 through
22 50, inclusive,

23 Defendants.

Case No. SCV-265937

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 1, 2021

Time: 3:00 p.m.

Dept.: 19

1 Plaintiff Rafael Escobar’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
2 Settlement came on regularly for hearing before this Court, Department 19, on December 1, 2021, the
3 Honorable Gary Nadler, Judge presiding. On or about November 30, 2021, the Court issued its
4 Tentative Ruling, in which the Court stated that it would grant Plaintiff’s Motion for Preliminary
5 Approval so long as the Parties revised the Notice of Class Action Settlement. On the same day,
6 Plaintiff filed the Notice of Revised Notice of Class Action Settlement (the “Revised Notice”), which
7 addressed the Court’s concerns. The Parties, by and through their counsel of record, appeared before
8 the Court on December 1, 2021, and so advised the Court that they were submitting on the Court’s
9 Tentative Ruling and the Court having received the Revised Notice stated that it would grant
10 Plaintiff’s Motion for Preliminary Approval. The Court having considered the papers submitted in
11 support of the application of the parties, including the Revised Notice, HEREBY GRANTS THE
12 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND ORDERS
13 THE FOLLOWING:

- 14 1. The Court grants preliminary approval of the settlement based upon the terms set forth
15 in the Joint Stipulation for Class Action Settlement and Release (hereinafter referred to
16 as “Settlement Agreement”) filed herewith. The Settlement appears to be fair, adequate
17 and reasonable to the Class.
- 18 2. The Settlement Agreement falls within the range of reasonableness and appears to be
19 presumptively valid, subject only to any objections that may be raised at the final
20 fairness hearing and final approval by this Court.
- 21 3. A final fairness hearing on the question of whether the proposed Settlement
22 Agreement, attorneys’ fees to Class Counsel, the Class Representative’s Enhancement
23 Award, and the Settlement Administrator’s Costs should be finally approved as fair,
24 reasonable and adequate as to the members of the Class is scheduled in Department 19
25 on the date and time set forth in the schedule in Paragraph 8 below.
- 26 4. This Court approves, as to form and content, the Revised Notice attached hereto as
27 Exhibit A. The Court approves the procedure for Class Members to participate in, to
28 opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

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5. The Court directs the mailing of the Revised Notice by first class mail to the Class Members in accordance with the schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Revised Notice meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.
 6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes, which is defined as: any and all persons who have been employed by Huneus Vintners LLC or its related entities, as non-exempt employees in California at any time from January 30, 2016 to the date of preliminary approval.
 7. The Court confirms Phoenix Settlement Administrators as the Settlement Administrator.
 8. The Court orders the following schedule for further proceedings:
 - a. Defendants shall provide the Settlement Administrator, in electronic format and within 21 calendar days upon granting of the preliminary approval Order by this Court, with the Class List so that the Settlement Administrator can mail the Notices of Class Action Settlement to the Class. Within ten (10) calendar days of receipt of the Class List, the Settlement Administrator shall mail out the Notices of Class Action Settlement to the Class Members using the most current mailing address identified by reference to the Class Information and the National Change of Address (“NCOA”) database.
 - b. Deadline for Objection: within forty-five (45) calendar days after first mailing of notice to class.
 - c. Deadline for Exclusion: within forty-five (45) calendar days after first mailing of notice to class.
 - d. Filing date for Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, Representative Enhancement and Administration Costs: 16 court days before the Final Approval Hearing.

///

1 e. Final Approval Hearing set for 3:00 p.m. on May 4, 2022, in Department 19 of
2 this Court.

3 9. The Court hereby discharges the Order to Show Cause Re Dismissal currently
4 scheduled for 3:30 p.m. on January 13, 2022, and it is hereby ordered vacated and off-
5 calendar.

6
7 **IT IS SO ORDERED.**

8 Dated: 12/7/2021



9 HON. GARY NADLER
10 JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

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

Rafael Escobar v. Huneus Vintners LLC, et al.
Sonoma County Superior Court Case No. SCV-265937

NOTICE OF CLASS ACTION SETTLEMENT

To: ALL PERSONS WHO HAVE BEEN EMPLOYED BY HUNEEUS VINTNERS LLC, AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM JANUARY 30, 2016 THROUGH [ENTER].

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE VERIFY YOUR NAME AND ADDRESS:

«Barcode» Claim #: MIM-«Claim»-«CD» «MailRec»
«First1» «Last1»
«c/o»
«Address1» «Address2»
«City»,«ST» «ZIP» «Country»

Name/Address Corrections (if any):

Your Anticipated Settlement Payment is:

<< EST. INDIVIDUAL SETTLEMENT PAYMENT (Show Actual Dollars)>>

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: *Rafael Escobar v. Huneus Vintners LLC, et al.*, pending in Sonoma County Superior Court, Case No. SCV-265937 (the “Lawsuit”). A complaint was filed on January 30, 2020. This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Sonoma, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING AND REMAIN IN THE CLASS	Obtain Settlement benefits and give up your rights to ever sue the Huneus Vintners LLC or its related entities (“Huneus”) about any of the claims in this case or released by the Settlement Agreement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Opt out of the class by [date] and get no benefits from the Settlement, and keep your rights to be part of any other lawsuit against Huneus about any of the claims in this case.
OBJECT	Write to the Settlement Administrator by [date] about why you believe that the settlement is unfair, or inadequate. If you want to object, you will remain in the class and may still receive a settlement payment.

IF YOU ARE A CURRENT EMPLOYEE OF HUNEUS, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Rafael Escobar (“Plaintiff”) on behalf of all persons who have been employed by Huneus as a non-exempt employee in California during the Class Period (January 30, 2016 to [date]).

The Lawsuit pleaded class allegations and claimed that Huneus failed: (1) to pay wages, including minimum wages arising from Huneus’ alleged failure to provide off-duty meal periods, or overtime; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; and also claimed that Huneus imposed or required on-duty meal periods and imposed

or required off-the-clock work. Further, the Lawsuit sought penalties under the California Labor Code Private Attorneys General Act of 2004. Huneus denies each and all of the claims and contentions alleged by the Plaintiff Rafael Escobar. Huneus denied and continues to deny all of Plaintiff's allegations.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Huneus agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiff and Class Counsel support the settlement.

The class settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Huneus that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Rafael Escobar is the Class Representative or Named Plaintiff in the Lawsuit, and he asserts claims on behalf of himself and the class. The Defendant is Huneus Vintners LLC. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Any and all persons who have been employed by Huneus, as non-exempt employees in California at any time from January 30, 2016 through [date].

The Class or Participating Class Member shall not include any person who submits a timely and valid request for exclusion.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendant will pay Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) ("Class Settlement Amount"). After attorneys' fees and costs, enhancement payment to the Named Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is calculated based on a prorated distribution based on the number of Workweeks worked during the Class Period as a percentage of the payments to members of the Settlement Class. Your estimated payment is on the first page of this Notice, but the actual amount may vary somewhat based on the actual implementation of the settlement.
- **Class Representatives Enhancement Payment:** Plaintiff Escobar will request from the Court an award of \$7,500.00 in recognition of his efforts and risks in assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Class Counsel Award:** Class Counsel will request from the Court not more than one-third (33.33%) of the Class Settlement Amount (\$141,666.67 of \$425,000.00) as attorneys' fees and costs up to a maximum of \$25,000.00 for litigation and resolution of the Lawsuit, as supported by declaration(s). Any amount ordered by the Court as costs will be paid from the Class Settlement Amount.
- **PAGA Payment:** \$40,000 from the Class Settlement Amount is allocated for payment under the California Labor Code Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$30,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$10,000.00) of the allocation will be distributed as part of the Net Settlement Amount. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is \$7,900.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Uncashed Settlement Checks:** Participating Settlement Class Members will have 180 days to cash settlement checks. Any unclaimed funds will be tendered to Community Foundation Sonoma County as *cy pres* beneficiary per section 384(b) of the California Code of Civil Procedure and the procedures set forth therein.

If you do not exclude yourself you will give up your Released Claims

The Released Claims means any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative complaint or which could reasonably have been alleged in either the complaint Plaintiff filed on or about January 30, 2020 or the complaint Plaintiff filed on or about September 18, 2020 based on the facts alleged therein including but not limited to: (a) any alleged failure by any Defendant (1) to pay wages, minimum wages, or overtime wages; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; (b) any right or claim based on any (1) on-duty meal period imposed or required by Defendant; or (2) off-the-clock work imposed or required by Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or any penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth herein; (d) any right or claim for unfair business practices in violation of California Business & Professions Code §§ 17200, et seq., based on the alleged

failures set forth herein; (e) any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, et. seq., and (f) any violation of the California Labor Code arising from or related to the conduct alleged herein, including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., or any other ordinance, rule, regulation, or statute, whether federal state, or administrative, or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the operative complaint.

The release will extend to and cover Huneus and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors (Huneus Wines LLC), and assigns, as well as any entity that could be deemed a “joint employer” of Plaintiff or members of the Settlement Class.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Settlement Amount.

Defendant’s records show that you were employed from [start date] to [end date] and worked a total of [] Workweeks as a Class Member. “Workweek” or “Workweeks” means any week in which you actively worked at least one day of the week during the Class Period, according to Huneus’ records.

Your anticipated settlement share as stated on page 1 of this document is calculated using that Workweek information.

If you dispute the information about the number of Workweeks that Huneus’ records show you worked during the Class Period, you must advise the Settlement Administrator to substantiate your dispute.

To dispute the number of Workweeks you must send in the mail any records (e.g., paystubs, pay checks or other records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four digits of your social security number by [the Response Deadline]. The date of the post-mark will determine if it was timely mailed.

Your anticipated settlement share will be paid in one payment. The payment will be mailed within thirty (30) calendar days of the date the Settlement becomes final.

The Settlement Administrator is: Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867.

WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written opt-out request to the Settlement Administrator at the following address:

Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867.

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed first-class postage pre-paid by [date] to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the Settlement. The date of the post-mark will determine if it was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the settlement and may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”). The Final Approval Hearing is scheduled to take place on May 4, 2022, at 3:00 p.m., in Department 19 of the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland Ave., Santa Rosa, CA 95403.

To be valid, the written objection must be served on the Settlement Administrator, by [Date]. The written objection must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) copies of papers, briefs, or other documents upon which the objection is based, if any; (4) a statement as to whether you intend to appear at the final approval hearing and, if so, a brief written statement explaining why you wish to appear and be heard at the final approval hearing; and (5) the signature of you or your counsel.

You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf at the Final Approval Hearing. You may, but are not required to appear at the hearing to have your objection considered.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an individual settlement payment, unless you have requested to be excluded. Please note that if you exclude yourself, you cannot object.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the

settlement will bar any Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

William L. Marder (State Bar No. 170131) Polaris Law Group 501 San Benito Street, Suite 200 Hollister, CA 95023 Tel: (831) 531-4214 Fax: (831) 634-0333	Dennis S. Hyun (State Bar No. 224240) Hyun Legal, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 (213) 488-6555 (213) 488-6554 facsimile
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(collectively, “Class Counsel”). If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files online at the Settlement Administrators Website [[Insert web address](#)].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867 or the Class Counsel listed above. Please refer to the *Escobar v. Huneeus Vintners LLC* Class Action Settlement.

FINAL APPROVAL HEARING DATE, TIME AND LOCATION

The Final Approval Hearing is scheduled to take place on May 4, 2022, at 3:00 p.m. in Department 19 of the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland Ave., Santa Rosa, CA 95403.

SETTLEMENT ADMINISTRATOR'S CONTACT INFORMATION

AGAIN, IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS REGARDING ANYTHING CONTAINED IN THIS NOTICE, INCLUDING, BUT NOT LIMITED TO, YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT, you may contact the Settlement Administrator at Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867, at (800) 523-5773 or the Class Counsel listed above. Please refer to the *Escobar v. Huneus Vintners LLC* Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT
FOR INFORMATION REGARDING THIS SETTLEMENT.***

1 **PROOF OF SERVICE**

2 Escobar v. Huneus Vintners, LLC
3 Case No.: SCV-265937

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles,
7 CA 90071.

8 On December 2, 2021, I served the following documents (“documents”) described as:

9 **1. AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR
10 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

11 on the interested parties in this action, as follows:

12 LEWIS BRISBOIS BISGAARD & SMITH LLP
13 JOSEPH R. LORDAN, SB# 265610
14 E-Mail: Joseph.Lordan@lewisbrisbois.com
15 VINCENT R. FISHER, SB# 276334
16 E-Mail: Vincent.Fisher@lewisbrisbois.com
17 WILLIAM G. ANDERSON, SB# 325528
18 E-Mail: William.Anderson@lewisbrisbois.com
19 333 Bush Street, Suite 1100
20 San Francisco, California 94104-2872
21 Telephone: 415.362.2580
22 Facsimile: 415.434.0882

23 Attorneys for Defendant HUNEEUS VINTNERS LLC

24 The documents were served by the following method (specify):

25 **BY FIRST-CLASS MAIL.** I enclosed the documents in a sealed envelope or package
26 addressed to the persons listed above. I am "readily familiar" with the firm's practice of collection and
27 processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
28 Service on that same day, in a sealed envelope or package with postage thereon fully prepaid, at Los
29 Angeles, California, in the ordinary course of business.

30 **BY FACSIMILE.** I faxed the documents to the persons listed above at the fax numbers listed
31 above. No error was reported by the fax machine that I used. A printed conformation of the fax
32 transmission is attached hereto.

33 **BY OVERNIGHT DELIVERY.** I enclosed the documents in a sealed envelope or package
34 designated by the express service carrier with delivery fees paid or provided for, addressed to the
35 persons listed above. I then deposited it/them in a box or other facility regularly maintained by the
36 express service carrier, or by delivering it/them to an authorized courier or driver authorized by the
37 express service carrier to receive documents.

38 **BY PERSONAL SERVICE.** I personally served the documents on the persons listed above at
39 _____ . Copies of the
40 documents were enclosed in a sealed envelope or package.

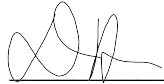
41 **BY E-MAIL OR ELECTRONIC TRANSMISSION.** Based on a court order or an
42 agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents

1 to be served on the persons listed above at the e-mail addresses listed above. I did not receive, within
2 a reasonable time period after the electronic transmission of the documents, any error or notification of
the unsuccessful transmission of the documents.

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

5 **Federal** I declare that I am employed in the office of a member of the bar of this court at whose
6 direction the service was made.

7 Executed on December 2, 2021, at Glendale, California.

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9 Dennis Hyun

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