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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Coordination Proceeding Special Title (Rule 1550(b)) ANTELOPE VALLEY GROUNDWATER CASES _____ RICHARD A. WOOD, an individual, on behalf of himself and all others similarly situated, Plaintiff, v. LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40; et al. Defendants.	Judicial Council Coordination Proceeding No. 4408 Lead Case No. BC 325201 Case No.: BC 391869 **SMALL PUMPER CLASS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR MODIFIED ATTORNEYS' FEES AWARD CONSISTENT WITH COURT OF APPEAL OPINION** Date: TBD Time: TBD Dept.: TBD

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I. INTRODUCTION

The Court of Appeal has remanded discrete attorneys' fees issues arising from a complicated and protracted water rights adjudication. The Wood Class, also known as the Small Pumper Class, filed a class action complaint in 2008 to defend against prescription claims asserted by various public water suppliers. After prevailing in more than eight years of phased trials, and five and one half more years on appeal, the Wood Class now seeks a proper attorneys' fee award for time spent securing the groundwater pumping rights of over 4,300 landowners in the Antelope Valley. Sole responsibility for the fees lies with Los Angeles County Waterworks District 40 ("District 40"), the only defendant with whom the Wood Class has not resolved all issues.

The scope of the remand from the Court of Appeal requires the trial court to reconsider the evidence and arguments set forth in the original fee motions filed in 2016, and to revise the fee award in accord with its direction and California law. (Appendix, Ex. A (Opinion), p. 2, 29-33, 38, 43, 47-48.)[1]

Given the guidance of the Court of Appeal opinion and established California law, that award should include payment for all hours incurred in the representation at $720 per hour—the prevailing market rate in 2016—and a multiplier to account for the delay in payment, contingent risk involving in the representation, among other factors. That multiplier should be at least 2.5. Finally, the award should subject to post-judgment interest at the Constitutional rate for public entity defendants of 7%, dating back to the entry of judgment on December 28, 2015.

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[1] Since the analysis required for this motion is predominantly based upon the record of filings from 2016, the Class has compiled the relevant filings in the "Appendix in Support of Motions For Attorneys' Fees," filed concurrently with this motion in four volumes.

II. RELEVANT FACTUAL BACKGROUND

The Antelope Valley Groundwater Adjudication involved tens of thousands of parties and seven phases of trial spanning over a decade. It ended with a Judgment and Physical Solution entered on December 28, 2015. Among other things, the adjudication involved two class actions, one of which, the Wood Class, brings this motion. The lengthy history of the Wood/Small Pumper Class litigation is recounted in relevant detail in the Court of Appeal opinion.[2] (Appendix, Ex. A.)

The Wood Class was created in 2008 to represent the interests of Antelope Valley homeowners who relied on private wells for their domestic water use. It ultimately protected the rights of over 4,300 landowners to continue to pump well water for domestic use, without any rampdown or metering requirements, among many other favorable terms, i.e., the Class prevailed on its primary objectives including defeating the public water supplies adverse prescriptive rights claims. (Appendix, Ex. D, pp. 102-103.)

Following entry of judgment, the Wood Class moved for attorney's fees against seven public water suppliers. (Ex. D, p. 100.) The trial court found the Wood Class to be a prevailing party on two grounds and, therefore, entitled to attorneys' fees under both Code of Civil Procedure section 1021.5 and pursuant to an agreement in the Stipulation of Settlement, which was incorporated into the final judgment. (Appendix, Ex. C at 72.) By way of the Stipulation, the public water suppliers indicated that they "shall pay all reasonable Small Pumper Class attorneys' fees and costs through the date of the final Judgment . . . ." (*Id.*, at 71.)

In the attorneys' fee motions, the Wood Class sought payment for 4,799.4 hours of attorney time (4,538.8 in the initial fee motion plus 260.6 in a second

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[2] The Antelope Valley Groundwater Adjudication has spawned four published opinions of the Court of Appeal along with two unpublished opinions, including the one dealing with the Wood Class' fees.

motion for post-judgment fees) at the then-current market rate of $720 per hour, along with paralegal time and certain costs. (Appendix., Ex. B at 79; Ex. C at 91.) The Class also requested a lodestar fee enhancement (aka "multiplier") of 2.5 to account for the very substantial delay in payment, the risk involved in the representation, among various other factors. (Appendix, pp. 110-112, 130-135; 497-504; 634-635; 1034-1036.) District 40 claimed that the Class was not entitled to any fees or costs. (Appendix, Ex. K at 665.)

The trial court granted the motions, awarding fees for all 4,799.4 hours of attorney time plus paralegal time and certain costs. (Appendix., Ex. B at 79; C at 91.) But it set the hourly rate at $500 per hour and declined to award a multiplier without setting forth any analysis. (*Id.* at 79.) It also allocated responsibility for payment among the public water suppliers, with District 40's bearing a 74.76% share. (Appendix, Ex. U at 1381.) Thus, the trial court awarded a total of $2,399,700 in fees, plus $84,586.50 in paralegal fees, plus $49,157.02 in costs.

Both the Wood Class and District 40 appealed. The Court of Appeal sided with the Wood Class, finding that the fees awarded were inadequate and based on erroneous reasoning. The trial court erred both in setting the hourly rate too low and in failing to award a multiplier. (Appendix., Ex. A at 34-47.)

The Court of Appeal remanded the case to determine the proper fee award, and to fix what amount to arithmetic errors in the cost award.

III. SCOPE OF REMAND

The Court of Appeal remanded for specific findings related to the hourly rate and multiplier required to award full compensation. With respect to fees, the remand is limited to those issues. With respect to costs, the remand is limited to correcting math errors.

A. The Wood Class Prevailed and Is Entitled to Fees.

The Court of Appeal affirmed the award of attorneys' fees to the Wood Class on a contractual basis under a stipulation to liability for fees under C.C.P.

section 1021.5:

> the PWS contractually agreed to pay Wood's reasonable fees and costs. As set forth in paragraph 12, the PWS did so in exchange for certain favorable provisions of the Physical Solution. As such, the trial court's exercise of discretion does not appear arbitrary or outside the bounds of reason.

(Appendix, Ex. A at 28.) At the same time, the Court of Appeal left standing the trial court's finding that the Wood Class was also independently entitled to fees under C.C.P § 1021.5, regardless of District 40s stipulation to pay them.

Thus, the entitlement to fees is established, as is the total hours at issue.

B. The Fee Award Must Fully Compensate Class Counsel.

District 40's argument that the Wood Class was not entitled to fees was rejected. (Appendix, Ex. A at 13-14). The total hours awarded by the trial court was not challenged on appeal and is now fixed at 4,799.4 hours. More importantly, the hourly rate, which the trial court has set at the arbitrary figure of $500 per hour, must give way to an hourly rate that reflects a reasonable market rate as of 2016. That rate is $720 per hour. As the Court of Appeal explained: "Despite some inconsistent language, it seems the trial court agreed $720 was within the prevailing market rates for purposes of determining the lodestar." (*Id.*, p. 29.)

In analyzing the competing claims to a fair market rates, the Court of Appeal rejected District 40's attempts to support the trial court's $500 per hour rate: "To the extent District 40 contends the prevailing market rate in 2016 was $500 per hour, the evidence upon which it relies is unsupportive." (*Id.*, p. 25.) The Court of Appeal then confirmed that the $720 rate offered by the Class was correct:

> Given the weight of evidence supporting Wood's position regarding the prevailing market rate, the trial court's general acceptance of the evidence ('the rates requested are not far out of line with current

> large firm attorney rates for experienced lawyers in the Los Angeles area'), and its discussion of the rate being 'reduced' due to case-specific factors, it appears the prevailing market rate was determined to be upwards of $700 per hours. Conversely, since $500 per hour was said to represent the "averaging" of rates over an eight-year period, the trial court evidently did not find $500 per hour to be the prevailing market rate for Los Angeles in 2016.

(Appendix, Ex. A at 37.)

Additionally, the award must contain a positive fee multiplier, to account for both the delay in payment, risk of loss occasioned by the representation, and other applicable factors. As noted above, the facts and argument regarding the multiplier are contained in the moving papers and reply brief filed in 2016. (Appendix, Ex. D, pp. 110-112; Ex. O, pp. 1034-1040.)

IV. CALCULATION OF PROPER AWARD OF FEES AND COSTS.

This Court must now establish the lodestar, i.e., the hours for which the Class is entitled to fees multiplied by the reasonable hourly rate for the fees at the time of the award. It must then modify that award with a multiplier, to ensure that the fee award is fully compensatory.

A. This Court Must Establish the Lodestar Based on the Hours Worked and the Prevailing Market Rate.

"On remand, it would be best to have clear findings as to the lodestar and market rate upon which it is based." (Appendix, Ex. A at 38.) Setting a reasonable fee "ordinarily begins with the lodestar, i.e., the number of hours reasonably expended multiplied by the reasonable hourly rate." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.App.4th 19-084, 1095.) "The reasonable hourly rate is that prevailing in the community for similar work." (*Ibid.*) Here, the attorney hours reasonably worked are known: 4,799.4. That amount was not challenged on appeal, other than through District 40's unsuccessful argument

that the Wood Class was not entitled to any fees. And we know the reasonable hourly rate, as of 2016, when the fee award was made: $720 per hour. That amount had evidentiary support in 2016 and was endorsed by the Court of Appeal. (Appendix, Ex. A at 37; Ex. G (Pearl Decl., 2016), pp. 472-496.)

Thus, the lodestar should be set at $3,540,136.50: $3,455,568 in attorney fees (4,799.4 x $720), plus $84,586.50 in paralegal fees. District 40s' share of the lodestar is $2,646,619.50 (74.76% of total).

B. The Court Must Award a Multiplier.

The trial court erred in refusing to apply a fee multiplier. The Court of Appeal opinion discusses these errors at pages 38 through 47. The multiplier is addressed at length in the original fee motion and supporting papers, and thus only briefly addressed here. (Appendix, pp. 110-112, 130-135; 497-504; 634-635; 1034-1036.) At bottom, Class counsel cannot receive fair and adequate compensation without a fee multiplier, to account for the risk of loss, the (now nearly 14 years) delay in receiving payment, the exceptional novelty, and complexity of the action, the preclusion of other employment, the excellent result achieved, and the public benefits conferred.

1. A Multiplier Is Required to Compensate Counsel Fairly.

Multipliers take into account subjective considerations a lodestar cannot capture, such as the risk of non-payment, delay in receiving compensation, the quality of work, and the novelty or difficulty of the issues involved. (*Lealao v. Beneficial California Inc.* (2000) 82 Cal.App.4th 19, 42-43.) Multipliers also facilitate fair compensation in contingency cases. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.)

This case demonstrates better than most the risk inherent in this type of representation. District 40, which bears about 75% of the responsibility for Class counsel's fees and costs, has challenged counsels' entitlement to any fees in the

trial court, the court of appeal, and the Supreme Court. While unsuccessful, it has injected six additional years of delay into the proceeding notwithstanding the fact that it stipulated to liability for these fees in 2015. And while District 40 is a public entity, the Court of Appeal made clear that a defendant's public entity status is not a ground on which to deny a fee multiplier. (Appendix, p. 46-47.)

As the Court of Appeal correctly noted, "The contingent risk factor 'is one of the most common fee enhancers and an important consideration in the multiplier an analysis.'" (*Id.*, p. 44.) The Court bolstered this position with a detailed discussion of *Horsford v. Board of Trustees of Cal. State Univ.* (2005) 132 Cal.App.4th 359, which held that "the trial court's reliance on the public-entity status of the defendant to completely deny an enhancement multiplier . . . was an abuse of discretion." (*Id.*, p. 46; quoting *Horsford*, 132 Cal.App.4th at 400.) The Opinion then notes that "a trial court is not permitted to use a public entity's status to negate a lodestar that would otherwise be appropriate." (*Id.*, p. 47, citing *Rogel v. Lynwood* (2011) 194 Cal.App.4th 1319, 1331.)

In 2016, the Wood Class sought a multiplier of 2.5, which was entirely reasonable then, and is more so now, given the intervening delay. As the Supreme Court has held, a contingency fee "must be higher than a fee for the same services paid as they are performed" because it "compensates the lawyer not only for the legal services he renders but for the loan of those services." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) The loaned services come with a higher-than-average "implicit interest rate" when compared to a conventional loan because a contingency fee lawyer risks never getting paid but provides the services anyway. (*Id.*, 24 Cal.4th at 1132-33.) Here, the legal services were loaned for over eight years as of 2016 – now fourteen years – for the benefit of the Class, and all of the attorney hours were at risk, up until the Supreme Court's denial of District 40's Petition for Review, in November of 2021.

Class counsel cannot be fully compensated for their time and risk without a

multiplier. Merely paying the time spent over almost a decade-and-a-half period at current rates does not compensate counsel for effectively lending over 5,000 hours of attorney time for the benefit of the Class.

Both Mr. McLachlan and Mr. O'Leary have indicated that, with hindsight, they would have rejected this representation (Appendix, Ex. E at 137, ¶ 58; Ex. F at 447, ¶ 8), as did over a dozen class action attorneys in 2007 and 2008. (Ex. I at ¶¶ 7-8; Ex. E, p. 132 at ¶ 44-45.) But, luckily for the Class, all the other parties, and the basin as a whole, they did not. Now that the judgment has been entered and all appeals are final, they should be fully and fairly compensated. Full and fair compensation requires the Court to apply a multiplier to the lodestar.

2. California Law and the Facts Here Support a Multiplier of 2.5.

In the original fee motion, filed nearly six years ago, counsel requested a multiplier of 2.5 times the lodestar. That request was reasonable then and remains so. It is consistent with myriad California cases awarding fee multipliers, including awards against public entities, none of which involved the length of delay in payment involved here.[3] As the *Horsford* court noted:

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[3] An incomplete list: *Craft v. County of San Bernardino* (C.D.Cal. 2008) 624 F.Supp.2d 1113, 1125 (5.2 multiplier; public agency); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495 (2.52 multiplier); *Chavez v. Netflix* (2008) 162 Cal.App.4th 43 (2.5 multiplier); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (2.34 multiplier; public agency defendant); *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553 (2.25 multiplier; 1021.5); *Laffitte v. Robert Half Int'l* (2014) 231 Cal.App.4th 860 (2.13 multiplier); *Coalition for LA County Planning v. Board of Supervisors* (1977) 76 Cal.App.3d 241 (2.1 multiplier; public agency; 1021.5); *Paulson v. City of San Diego* (S.D.Cal. 2007) 2007 U.S. Dist. Lexis 43587 *14 (2.0 multiplier; public agency; 1021.5); *Crommie v. PUC* (N.D.Cal. 1994) 840 F.Supp. 719, 726 (2.0 multiplier; public agency; 1021.5); *Leuzinger v. County of Lake* (2009) 2009 U.S.Dist.Lexis 29843 *31 (2.0 multiplier; public agency); *Chabner v. United of Omaha Life Ins. Co.* (N.D.Cal 1999) 1999 US Dist Lexis 16552 *21 (2.0 multiplier; 1021.5); *Gutierrez v. Wells Fargo Bank* (2015) 2015 US Dist Lexis 67298 *23 (2.0 and 5.5 multiplier); *Santana v. FCA US, LLC* (2020) 56 Cal.App.5th 334, 351 (2.0

> the market value of the services provided by [respondent's] counsel in a case of this magnitude must take into consideration that any compensation has been deferred . . . from the time an hourly fee attorney would begin collecting fees from his or her client; that the demands of the present case substantially precluded other work during the extended [deferral] period, which makes the ultimate risk of not obtaining fees all the greater . . . and that a failure to fully compensate for the enormous risk in bringing even a wholly meritorious case would effectively immunize large or politically powerful defendants from being held to answer for constitutionally deprivations or deprivations of statutory rights, resulting in harm to the public.

(*Horsford*, 132 Cal.App.4th 399-400.)

Both the trial court and Court of Appeal noted that this representation involved "profound financial and emotional hardship" to Wood Class counsel, involving "considerable sacrifice." (Appendix, Ex. A at 45.) Among other facts, Counsel turned down work that would have resulted in fees well over 10 years ago to represent the Class. (*Id.*, Ex. E at 133-134.) Since the trial court's rulings, they have spent hundreds of additional hours working to protect their entitlement to

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multiplier); *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 805 (1.85 multiplier; public agency; 1021.5); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545 (1.75 multiplier; 1021.5); *Pellegrino v. Robert Half Int'l* (2010) 182 Cal.App.4th 278, 290 (1.75 multiplier); *Amaral v. Cintas* (2008) 163 Cal.App.4th 1157 (1.65 multiplier; 1021.5); *Healdsburg Citizens for Sustainable Solutions v. City of Healdsburg* (2016) 206 Cal.App.4th 988 (1.5 multiplier; public agency defendant; 1021.5); *Center for Biological Diversity v. County of San Bernardino* (2010) 185 Cal.App.4th 866 (1.5 multiplier; public agency; 1021.5); *Edgerton v. State Personnel Board* (2000) 83 Cal.App.4th 1350 (same); *Animal Protection & Rescue League v. City of San Diego* (2015) 237 Cal.App.4th 99 (same); *Downey Cares v. Downey Comm. Dev. Comm'n* (1987) 196 Cal.App.3d 983 (1.5 multiplier; public agency; 1021.5).

fees and to obtain fair compensation. The entitlement to fees was not finally established until the Supreme Court denied District 40's Petition for Review in November of 2021, over 13 years after the Wood Class was certified.

The trial court's description of counsel's representation of the Class demonstrates how this case is a perfect example of the type of case that would not be pursued in the face of insufficient financial incentives:

> First, the global settlement could not have been binding on all persons within the adjudication area without the Willis Class [of non-pumping landowners] and the Wood Class of small pumpers. Secondly, it was necessary to have all persons bound in order to bind the federal government as the largest land owner in the adjudication area. Third, the Willis Class 2011 stipulation and the Wood Class 2015 stipulation permitted the court to approve an enforceable physical solution that will stop ongoing degradation of the aquifer. . . The Wood Class preserved the rights of small pumpers (approximately 4,000 parties) to a specific but reduced and limited amount of water each year, protected the Class from further claims of prescription, limited increase pumping in the future, and permitted the court to approve reduced allocations of water to all parties in the aquifer.

(Appendix, Ex. B at 75-76; *see also* Ex. G at 497-504.) In short, as explained in greater detail in the underlying fee motions, all of the appropriate factors weigh heavily in favor of the requested 2.5 fee enhancement multiplier, and in particular the highly unusual length of time the case was litigated to judgment.

C. The Cost Award Should Be Corrected.

There is a discrepancy in the costs awarded by the trial court in the amount of $10,082.15, as noted in the Opinion. The Wood Class sought costs of $75,027.23. District 40 (and other parties no longer involved) moved to tax

certain of the costs. The trial court partly granted that motion. The order on the motion to tax costs identifies costs which the court did not allow. The total taxed amount, when added up, is $34,113.99. But in the order, the trial court added them, incorrectly, as $24,031.84. (*See* Appendix, Ex. A at 54-57.)

Additionally, the order taxed costs of $1,900 that the Wood Class never claimed. This is due to a typo in the order, in which the court taxed $2,112.37 in FedEx expenses, but the Class only sought $212.37.

Working through the arithmetic, the Class believes that the amount taxed should be $32,213.99, i.e., the sum of all the taxed costs, with a correction to the amount of FedEx costs. The Class sought $75,027.23. Thus, the amount awarded should be $42,795.24. District 40's share, 74.76%, is $31,993.72.

D. The Wood Class Is Entitled to Post-Judgment Interest.

Finally, the Wood Class is entitled to interest on the fees and costs dating from the date of entry of judgment, December 28, 2015. Since District 40 is a public entity, the interest rate is seven percent.

District 40 may claim that it should pay interest at the lower rate found in Government Code section 970.1(c) and Civil Code section 3287(c):

> Unless another statute provides a different interest rate, interest on a tax or fee judgment against a local public entity shall accrue at a rate equal to the weekly average one year constant maturity United States Treasury yield at the time of the judgment plus 2 percent, but shall not exceed 7 percent per annum.

That claim, if made, would be wrong. Government Code section 970.1(c)'s reference to "a tax or fee judgment" does not mean attorney's fees; it means a levy, collection, tax, licensing fee, and the like. When the legislature refers to "attorney's fees," it uses the word "attorney" directly before the word "fee." (*See, e.g.*, Civ. Code § 1717 and 1717.5; Code Civ. Proc. § 425.16(c), 1021, 1021.4-1021.9; 1029.8; 1036, 1235.140, 1268.610, 2033.420; Labor Code § 98.2, 1184, 2699(g),

2802; Gov. Code § 54950-54963, 91003, 91012, 12965(b); Wel. & Inst. Code § 10962, 15600-15675.) This makes sense, given that there are countless references in California law to "fees" that are not related to attorneys' fees. Hence, one court noted: "recent amendments to section 3287 and Government Code section 965.5 – establishing an interest rate potentially lower than the generic 7-percent post-judgment rate for 'interest on a tax or fee judgment. . .' – . . . are completely irrelevant here, as these proceedings do not involve payment of either a 'tax' or a 'fee.'" (*Brown v. Cal. Unemployment Ins. Appeals Bd.* (2018) 20 Cal.App.5th 1107, 1120 n. 8; *see also City of Clovis v. County of Fresno* (2013) 222 Cal.App.4th 1469, 1485-86 (citing legislative history, "In Assembly Bill 748 the phrases 'tax or fee claim' and 'tax or fee judgment' mean claims arising from the levy, collection or charge of a tax or fee.").)

Obviously this litigation did not arise from a government-imposed levy, or tax, or collection action. To apply this provision to an award of attorney's fees is inconsistent with the law on Section 1021.5 fees, sound policy, as well as the legislative history. (McLachlan Decl., ¶ 14, Ex. 3.) The purpose of section 1021.5 is to encourage litigation in the public interest by compensation "attorneys who step forward to engage in public interest litigation when there are insufficient financial incentives to justify litigation in economic terms." (*Robles v. Employment Development Dept.* (2019) 38 Cal.App.5th 191, 201.)

Hence, post-judgment interest should be imposed on the modified fee award at seven percent commencing on December 28, 2015 (the date judgment was entered). (*Chodos v. Borman* (2015) 239 Cal.App.4th 707, 714-715; *Dalgleish v. Selvaggio* (2017) 17 Cal.App.5th 1172, 1180 ("For purposes of accruing interest, the 'date of entry of judgment' is the critical date, not the date when any post-judgment challenges might be resolved.").)

V. CONCLUSION

Based upon the foregoing, the lodestar should be set at $3,540,154.50: $3,455,568 in attorney fees (4,799.4 x $720), plus $84,586.50 in paralegal fees. District 40s' share of the lodestar is $2,646,619.50 (74.76% of total).

A fee enhancement of 2.5 should then be applied to the lodestar. The cost award should also be corrected to $31,993.72. All of these elements in total are then subject to post-judgment interest at seven percent, commencing on the date judgment was entered, December 28, 2015.

DATED: February 28, 2022

McLACHLAN LAW, APC
LAW OFFICE OF DANIEL M. O'LEARY

By: //s// Michael D. McLachlan
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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 am not a party to the within action. My business address is 2447 Pacific Coast Highway, Suite 100, Hermosa Beach, California 90254. My electronic notification address is katelyn@mclachlan-law.com.

On February 28, 2022, I caused the foregoing document(s) described as **SMALL PUMPER CLASS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR MODIFIED ATTORNEYS' FEES AWARD CONSISTENT WITH COURT OF APPEAL OPINION** to be served on the parties in this action, as follows:

(X) (BY ELECTRONIC SERVICE) Per court order requiring service and filing by electronic means, this document was served by electronic service to the by posting to Glotrans via the watermaster service page, including electronic filing with the Los Angeles Superior Court.

( ) (BY U.S. MAIL) I am readily familiar with the firm's practice of collection and processing of documents for mailing. Under that practice, the above-referenced document(s) were placed in sealed envelope(s) addressed to the parties as noted above, with postage thereon fully prepaid and deposited such envelope(s) with the United States Postal Service on the same date at Los Angeles, California, addressed to:

( ) (BY FEDERAL EXPRESS) I served a true and correct copy by Federal Express or other overnight delivery service, for delivery on the next business day. Each copy was enclosed in an envelope or package designed by the express service carrier; deposited in a facility regularly maintained by the express service carrier or delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees paid or provided for; addressed as shown on the accompanying service list.

( ) (BY FACSIMILE TRANSMISSION) I am readily familiar with the firm's practice of facsimile transmission of documents. It is transmitted to the recipient on the same day in the ordinary course of business.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/ Katelyn Furman
Katelyn Furman