

1 R. Joseph Barton, CSBN 212340
2 BLOCK & LEVITON LLP
3 1735 20th Street NW
4 Washington, DC 20009
5 Telephone: (202) 734-7046
6 Email: jbarton@blockesq.com

7 Joseph Creitz, CSBN 169552
8 CREITZ & SEREBIN LLP
9 100 Pine St., Suite 1250
10 San Francisco, CA 94111
11 Telephone: (415) 466-3090
12 Email: joe@creitzserebin.com

13 *Co-Lead Class Counsel*

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
16 **SOUTHERN (SANTA ANA) DIVISION**

17 ANTONIO HURTADO, et al.,) Case No.: 8:17-cv-01605-JLS-DFM
18)
19 *Plaintiffs,*) *Assigned to Hon. Josephine L. Staton*
20)

21 v.)

22 RAINBOW DISPOSAL CO., INC.) **NOTICE OF MOTION AND**
23 EMPLOYEE STOCK) **PLAINTIFFS' UNOPPOSED**
24 OWNERSHIP PLAN) **MOTION FOR SERVICE AWARDS**
25 COMMITTEE, et al.,) **FOR NAMED PLAINTIFF CLASS**
26) **REPRESENTATIVES, AND**
27) **MEMORANDUM OF LAW IN**
28) **SUPPORT OF SAME**

29 *Defendants*)
30)
31)

32) Date: May 21, 2021
33) Time: 10:30 a.m.
34) Courtroom: 10A
35)

NOTICE OF MOTION AND MOTION FOR SERVICE AWARDS

To this Court, all parties of record, and all interested persons: PLEASE TAKE NOTICE that on May 21, 2021 at 10:30 AM in Courtroom 10A (or via such electronic means as the Court may prescribe), or at such other time and place as the Court may order, Plaintiffs Antonio Hurtado, Christopher Ortega, Jose Quintero, Maritza Quintero, Jorge Urquiza, and Maria Valadez will, and hereby do, move the Court to approve service awards in recognition of their time and effort expended for the benefit of the class, as follows:

- \$5,000 for Plaintiff Maritza Quintero;
- \$5,000 for Plaintiff Chris Ortega;
- \$2,000 for Plaintiff Antonio Hurtado;
- \$2,000 for Plaintiff Jose Quintero;
- \$2,000 for Plaintiff Jorge Urquiza; and
- \$2,000 for Plaintiff Maria Valadez.

The instant Motion is based upon the applicable law, the attached Memorandum, and accompanying Declarations of Maritza Quintero (“M. Quintero Decl.”), Chris Ortega (“Ortega Decl.”), Jose Quintero (“J. Quintero Decl.”), and Maria Valadez (“Valadez Decl.”) (collectively “Plaintiffs’ Declarations”), the Declaration of Co-Class Counsel Joseph A. Creitz (“Creitz Decl.”), and R. Joseph Barton (“Barton Decl.”) filed in support, and the Court’s entire records and docket in this matter.

DATED: April 15, 2021

Respectfully submitted,

/s/ Joseph A. Creitz

Joseph Creitz, CSBN 169552
CREITZ & SEREBIN LLP
100 Pine St., Suite 1250
San Francisco, CA 94111
Telephone: (415) 466-3090
Email: joe@creitzserebin.com

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R. Joseph Barton, CSBN 212340
Colin M. Downes (*pro hac vice*)
BLOCK & LEVITON LLP
1735 20th Street NW
Washington, DC 20009
Telephone: (202) 734-7046
Email: jbarton@blockesq.com
Email: colin@blockesq.com

Vincent Cheng, CSBN 230827
BLOCK & LEVITON LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 968-8999
Email: vincent@blockesq.com

*Attorneys for Plaintiffs and the
Class*

1 **MEMORANDUM OF LAW**

2 **INTRODUCTION**

3 Plaintiffs Antonio Hurtado, Christopher Ortega, Jose Quintero, Maritza
4 Quintero, Jorge Urquiza, and Maria Valadez, as the Court-appointed Class
5 Representatives on behalf of the Class, respectfully submit this Memorandum of
6 Law in support of the above Motion for Plaintiffs’ Service Awards.

7 Each of the named Plaintiffs devoted substantial time and effort to the
8 preparation and prosecution of the litigation, most contributing as many as 100
9 hours apiece, and Chris Ortega contributing several hundred hours. Plaintiffs’
10 Declarations ¶ 2. They took the initiative to find an experienced ESOP attorney,
11 namely Joseph Barton, assembled the documents and other materials for the
12 lawyers to review it. *Id.*; Creitz Decl. ¶ 18. They secured documents to assist in the
13 preparation of the lawsuit. *Id.* They identified persons – current employees, former
14 employees and prior business partners of Rainbow – who would be witnesses and
15 provided valuable information about which of those persons would likely
16 voluntarily cooperate with and talk to Plaintiffs’ counsel. *Id.* That information
17 proved helpful and much of that information was incorporated into the complaint
18 and used as part of the litigation. *Id.* They met with co-workers and with the
19 lawyers countless times over the course of six years. *Id.* They all signed a letter to
20 the IRS regarding the propriety of the October 1, 2014 sale of the Rainbow ESOP
21 that is at the heart of the case. *Id.* They all provided documents for production in
22 discovery. *Id.* And they all participated with the attorneys on major decisions
23 throughout the litigation. *Id.* All six Plaintiffs attended both full days of the
24 mediation at JAMS that resulted in the settlement. *Id.*

25 Moreover, as part of the settlement, Plaintiffs Maritza Quintero and Chris
26 Ortega waived their individual claims for document penalties under ERISA, 29

1 U.S.C. § 1132(c). Barton Decl. ¶ 10; Creitz Decl. ¶ 19. Ms. Quintero’s and Mr.
 2 Ortega’s contributions are especially noteworthy because Mr. Ortega’s share of the
 3 class settlement will be quite small, and Ms. Qintero’s will be zero. Ortega Decl.
 4 ¶ 3; M. Quintero Decl. ¶ 3. Nonetheless, they like all the Plaintiffs actively
 5 participated in every stage of the litigation. These facts demonstrate their integrity
 6 and good faith in pursuing the litigation not for individual personal gain, but for the
 7 benefit of the entire class and in the pursuit of justice. Plaintiffs’ Declarations ¶ 3.

8 For the reasons set forth below, Plaintiffs Maritza Quintero and Chris Ortega
 9 request service awards in the amount of \$5,000 each. Plaintiffs Antonio Hurtado,
 10 Jose Quintero, Jorge Urquiza, and Maria Valadez request service awards in the
 11 amount of \$2,000 each.

12 ARGUMENT

13 **I. The Court Has Discretion to Authorize Service Awards to the Named** 14 **Plaintiffs.**

15 Service awards to the named plaintiff class representatives in class action
 16 litigation are “discretionary ... and are intended to compensate class
 17 representatives for work done on behalf of the class, to make up for financial or
 18 reputational risk undertaken in bringing the action, and, sometimes, to recognize
 19 their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g*
 20 *Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009) (citing *In re Mego Fin. Corp. Sec.*
 21 *Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)). When assessing whether a service award
 22 is warranted and the amount of the award is reasonable, district courts must
 23 balance “the number of named plaintiffs receiving incentive payments, the
 24 proportion of the payments relative to the settlement amount, and the size of each
 25 payment.” *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 462 (E.D. Cal.
 26 2013) (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 977).

27 *HURTADO, et al., v. RAINBOW DISPOSAL CO., INC. EMPLOYEE STOCK*
 28 *OWNERSHIP PLAN COMMITTEE, et al.*, Case No. 17-cv-1605-JLS-DFM
 Plaintiffs’ Memo. ISO Motion for Plaintiff Service Awards

1 In determining whether a requested award is appropriate, courts employ
2 different formulations and factors, but courts generally consider the following five
3 factors:

- 4 1) the risk to the class representative in commencing a suit, both
5 financial and otherwise;
- 6 2) the notoriety and personal difficulties encountered by the class
7 representative;
- 8 3) the amount of time and effort spent by the class representative;
- 9 4) the duration of the litigation; and
- 10 5) the personal benefit, or lack thereof, enjoyed by the class
11 representative as a result of the litigation.

12 *See, e.g., Low v. Trump University, LLC*, 246 F. Supp. 3d 1295, 1313 (S.D. Cal.
13 2017), *aff'd*, 881 F.3d 1111 (9th Cir. 2018); *Ridgeway v. Wal-Mart Stores Inc.*, 269
14 F. Supp. 3d 975 (N.D. Cal. 2017).

15 In the Ninth Circuit, a \$5,000 incentive award is presumed reasonable.
16 *Cusack-Acocella v. Dual Diagnosis Treatment Ctr., Inc.*, 8:18-CV-01009 ODW
17 (KESx), 2021 WL 1110198, *9 (C.D. Cal. Mar. 23, 2021) (quoting *Bravo v. Gale*
18 *Triangle, Inc.*, No. CV 16–03347-BRO (GJSx), 2017 WL 708766, *19 (C.D. Cal.
19 Feb. 16, 2017)) (approving service awards of \$5,000 for each of seven class
20 representatives); *see also Bellinghausen v. Tractor supply Co.*, 306 F.R.D. 245,
21 266-67 (N.D. Cal. 2015) (citations omitted) (service awards between \$2,000 and
22 \$10,000 are common, and in the Northern District, a service award of \$5,000 or
23 less is presumptively reasonable). In ERISA cases, where employees sue their
24 current or former employers, significantly higher service awards are common. *See,*
25 *e.g., Marshall v. Northrop Grumman Corp.*, 16-CV-6794 AB (JCX), 2020 WL
26 5668935, *11 (C.D. Cal. Sept. 18, 2020) (approving incentive awards for \$25,000
27 *HURTADO, et al., v. RAINBOW DISPOSAL CO., INC. EMPLOYEE STOCK*
28 *OWNERSHIP PLAN COMMITTEE, et al.*, Case No. 17-cv-1605-JLS-DFM
Plaintiffs' Memo. ISO Motion for Plaintiff Service Awards

1 each to six class representatives, and aggregating cases approving awards as high
 2 as \$90,000); *Tom v. Com Dev USA, LLC*, 16CV1363PSGGJSX, 2017 WL
 3 10378629, *10 (C.D. Cal. Dec. 4, 2017) (awarding ERISA plaintiff an incentive
 4 award of \$35,000).

5 In one ERISA class action, this Court approved service awards in the
 6 amount of \$7,500 to each of two named plaintiffs, based principally on the facts
 7 that (1) the plaintiffs had taken time off of work to participate in depositions and
 8 mediation, (2) each \$7,500 award was less than four times the recovery of the
 9 average class member, and (3) the combined awards were only approximately
 10 0.06% of the entire settlement amount. *Urakhchin v. Allianz Asset Mgmt. of Am.,*
 11 *L.P.*, No. 8-15-cv-01614-JLS-JCG, 2018 WL 8334858, *8 (C.D. Cal. July 30,
 12 2018) (Staton, J.).

13 Applying these factors and considerations, the service awards requested here
 14 are reasonable and appropriate.

15 **II. The Requested Awards Are Reasonable and Appropriate.**

16 **A. All Plaintiffs took on risks in order to advance the litigation,** 17 **supporting the requested service awards.**

18 All of the Plaintiffs here took on risks in order to advance the litigation. *See*
 19 *Low, LLC*, 246 F. Supp. 3d at 1313. When the Complaint was filed, all of the
 20 Plaintiffs other than Maritza Quintero were active employees of Rainbow Disposal,
 21 which was owned by Defendant Republic Services, Inc., ECF 57 (Amended
 22 Complaint) ¶¶ 10-15; ECF 118 (Republic Answer) ¶¶ 10-15. Suing one's current
 23 employer is a perennially risky and often frightening undertaking. Additionally,
 24 although it is rare, ERISA's fee shifting provision does authorize an award of
 25 attorney's fees to successful defendants against unsuccessful plaintiffs. *See*
 26 *Bellinghausen*, 306 F.R.D. at 268 (acknowledging that taking on the risk of an
 27 *HURTADO, et al., v. RAINBOW DISPOSAL CO., INC. EMPLOYEE STOCK*
 28 *OWNERSHIP PLAN COMMITTEE, et al.*, Case No. 17-cv-1605-JLS-DFM
 Plaintiffs' Memo. ISO Motion for Plaintiff Service Awards

1 adverse fee award mitigates in favor of a service award); *Marshall*, 2020 WL
 2 5668935 at *10 (the risk of an adverse fee award in ERISA class litigation weighs
 3 in favor of a service award). The Plaintiffs here understood and took on these risks
 4 in order to vindicate the rights of all participants and beneficiaries of the Rainbow
 5 ESOP. Plaintiffs’ Declarations ¶¶ 2-3. Indeed, this was not a case initiated by
 6 attorneys – it was initiated by the Plaintiffs, who initially approached the attorneys
 7 respecting their concerns about the Rainbow ESOP sale. *Id.*; Creitz Decl. ¶ 18.

8 **B. The notoriety and personal difficulties factor weighs in favor of**
 9 **the requested service awards.**

10 In evaluating whether the notoriety of the litigation and personal challenges
 11 faced by plaintiffs weighs in favor of a service award, courts frequently look to
 12 whether a case produced significant media coverage. *See, e.g., Marshall*, 2020 WL
 13 5668935 at *10. However, even where plaintiffs encounter no media coverage or
 14 personal difficulties, that does not preclude a service award. *Id.*

15 Here, the case was covered in the legal press and by ERISA news
 16 aggregators. *See, e.g.,* “Waste Co., GreatBanc Ink \$7.9M Deal To End ERISA
 17 Suit,” [https://www.law360.com/articles/1295861/waste-co-greatbanc-ink-7-9m-](https://www.law360.com/articles/1295861/waste-co-greatbanc-ink-7-9m-deal-to-end-erisa-suit)
 18 [deal-to-end-erisa-suit](https://www.law360.com/articles/1295861/waste-co-greatbanc-ink-7-9m-deal-to-end-erisa-suit), Law360 (July 28, 2020) (last visited April 12, 2021). The
 19 case was not widely covered in the popular media, and participating as plaintiffs
 20 has not yet create any special difficulties for the Plaintiffs outside of the
 21 workplace. Nonetheless, a simple google search of “rainbow disposal esop”
 22 produces multiple sites covering this lawsuit (as the primary result) and the fact
 23 that the Plaintiffs sued their employer is readily apparent for any potential future
 24 employer. Thus the “notoriety and personal difficulties” factor weighs in favor of
 25 service awards, even if only slightly.

1 **C. The amount of time and effort spent by the Plaintiffs strongly**
 2 **favors the requested service awards.**

3 Where Plaintiffs come forward to initiate litigation, assist in pre-filing
 4 investigation, and remain in contact with the attorneys, provide documents, attend
 5 mediation, and contribute in other ways, those activities support service awards.
 6 *See Marshall*, 2020 WL 5668935 at *11. Each of the Plaintiffs devoted substantial
 7 time and effort to the litigation. As noted, *supra*, the Plaintiffs initiated the
 8 litigation, reaching out to their attorneys to raise their concerns about the Rainbow
 9 ESOP sale. Plaintiffs’ Declarations ¶¶ 2-3; Creitz Decl. ¶ 18-19. Before the
 10 litigation was originally filed, they collected documents and information about
 11 Rainbow and the ESOP, they identified important witnesses, they each signed a
 12 letter to the IRS regarding the tax qualification of the ESOP sale, and participated
 13 in numerous phone calls and meetings with Class Counsel. *Id.* After the litigation
 14 commenced, all Plaintiffs attended court hearings, participated in calls and
 15 meetings with their attorneys, and personally attended two full days of mediation
 16 in the case. *Id.* Additionally, all Plaintiffs other than Maritza Quintero (who was
 17 never a Rainbow employee) regularly fielded questions from co-workers and
 18 facilitated their access to information about the litigation. *Id.*

19 Plaintiff Chris Ortega estimates that between the October 2014 ESOP sale
 20 and the present, he has devoted between 250 and 500 hours to the preparation and
 21 prosecution of the litigation. Ortega Decl. ¶ 2. Each of the other Plaintiffs estimates
 22 that they devoted between 70 and 100 hours. Plaintiffs’ Declarations ¶ 2. The
 23 Plaintiffs’ investment of time and effort both before and throughout the course of
 24 the litigation weighs heavily in favor of the requested service awards.

25 **D. The duration of the litigation weighs in favor of service awards.**

26 Participating in “years of litigation” supports a service award. *See Marshall*,
 27 *HURTADO, et al., v. RAINBOW DISPOSAL CO., INC. EMPLOYEE STOCK*
 28 *OWNERSHIP PLAN COMMITTEE, et al.*, Case No. 17-cv-1605-JLS-DFM
 Plaintiffs’ Memo. ISO Motion for Plaintiff Service Awards

1 2020 WL 5668935 at *11 (citations omitted). In *Marshall*, the fact that the case
2 had been pending for three years at final approval weighed in favor of incentive
3 awards. *Id.* Here, the litigation has been pending for four years, with a substantial
4 investigation preceding the filing of the litigation. Plaintiffs' Declarations ¶ 2;
5 Creitz Decl. ¶ 18; Barton Decl. ¶¶ 6-10. The long duration of the dispute and the
6 litigation weighs heavily in favor of the requested service awards.

7 **E. No Plaintiff is receiving any extra personal benefit as a result of**
8 **the litigation, which weighs in favor of service awards.**

9 A service award to a class action plaintiff may be appropriate when a class
10 representative will not gain any benefit beyond that they would receive as an
11 ordinary class member. *See Marshall*, 2020 WL 5668935 at *11 (citations
12 omitted). Here, none of the Plaintiffs is receiving any benefit from the litigation
13 beyond their pro-rata share of the settlement in their capacities as members of the
14 class. Indeed, two Plaintiffs, Maritza Quintero and Chris Ortega, had raised
15 individual document penalty claims that they are waiving as part of the settlement.
16 Creitz Decl. ¶ 19; M. Quintero Decl. ¶ 3; Ortega Decl. ¶ 3. Nonetheless, each of
17 the named Plaintiffs supports the settlement whether or not the Court authorizes
18 their incentive awards. Plaintiffs' Declarations ¶¶ 3-6.

19 As a class member, Plaintiff Chris Ortega is expected to receive only a low-
20 four-figure payment from the common fund. Nonetheless, he was the most active
21 of the Plaintiffs, put the most time into the litigation, and was instrumental in
22 initiating the litigation and assisting with Class Counsel's pre-filing investigation.
23 See Creitz Decl. ¶ 10; Ortega Decl. ¶ 2-3.

24 Moreover, in the absence of a service award, Plaintiff Maritza Quintero will
25 receive nothing at all from the settlement. M. Quintero Decl. ¶ 3; Creitz Decl. ¶ 19.
26 Ms. Quintero was the lone Plaintiff personally representing the interests of

27 *HURTADO, et al., v. RAINBOW DISPOSAL CO., INC. EMPLOYEE STOCK*
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1 beneficiaries. *Id.* Ms. Quintero was never a Rainbow employee; she sued in her
2 capacity as a contingent beneficiary of her father’s Rainbow ESOP account, and
3 her father (Plaintiff Jose Quintero) is still very much alive. ECF 57 (Amended
4 Complaint) ¶¶ 12-13. Thus, Ms. Quintero’s monetary recovery as a class member
5 is zero.

6 For these reasons, the “personal benefit” factor weighs strongly in favor of
7 the requested service awards.

8 **F. The aggregate total of the requested service awards is reasonable.**

9 Here, the requested service awards range from \$2,000 to \$5,000. If the court
10 grants final approval of the settlement, and grants class counsel’s motion for fees
11 and costs, and the instant motion for service awards is granted, the mean average
12 recovery of each class member will be approximately \$12,000. Thus, the requested
13 individual Plaintiffs’ service awards represent 16% of the average class member
14 recovery (42% for Mr. Ortega and Ms. Quintero) – considerably smaller,
15 proportionally, than the service awards approved in *Urakhchin*, 2018 WL 8334858
16 at *8 (approving service awards more than three times the average class member’s
17 recovery). Indeed, the aggregate of all six requested awards here is only 1.5 times
18 the mean average class member’s expected recovery – a modest and reasonable
19 sum.

20 Here, the aggregate of all the requested service awards is \$18,000. That is
21 only \$3,000 more than the aggregate service awards approved in *Urakhchin*,
22 despite the fact that there are six named Plaintiffs here, and there were only two in
23 *Urakhchin*. The total settlement here is only approximately 1/3 smaller (\$7.9
24 million in the instant case, as compared to \$12 million in *Urakhchin*). *See id.* The
25 aggregate of the service awards requested here totals only 0.2% (two tenths of one
26 percent) of the total settlement. *See Marshall*, 2020 WL 5668935 at *11

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Plaintiffs’ Memo. ISO Motion for Plaintiff Service Awards

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BLOCK & LEVITON LLP
1735 20th Street NW
Washington, DC 20009
Telephone: (202) 734-7046
Email: jbarton@blockesq.com
Email: colin@blockesq.com

Vincent Cheng, CSBN 230827
BLOCK & LEVITON LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 968-8999
Email: vincent@blockesq.com

Attorneys for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I, Joseph A. Creitz, hereby certify that on April 15, 2021, a copy of the foregoing Motion and Memorandum was served on the following counsel of record via the CM/ECF system:

Dated this 15th day of April 2021.

/s/ Joseph A. Creitz
Joseph A. Creitz

Christopher W. Smith
Jason Levin
STEPTOE & JOHNSON LLP
633 West Fifth Street, 7th Floor
Los Angeles, CA 90071
Telephone: (213) 439-9433
Email: csmith@steptoe.com
Email: jlevin@steptoe.com

Dylan Rudolph
TRUCKER HUSS APC
One Embarcadero Center, 12th Floor
San Francisco, CA 94111
Telephone: (415) 788-3111
Email: drudolph@truckerhuss.com

Andrew J. Sloniewsky
Eric G. Serron
Linda C. Bailey
Paul J. Ondrasik, Jr.
Sara R. Pikofsky
STEPTOE & JOHNSON LLP
1330 Connecticut Avenue NW
Washington, DC 20036
Telephone: (202) 429-3907
Email: asloniewsky@steptoe.com
Email: eserron@steptoe.com
Email: lbailey@steptoe.com
Email: pondrasik@steptoe.com
Email: spikofsky@steptoe.com

Joseph Faucher
Brian D. Murray
TRUCKER HUSS APC
15821 Ventura Blvd., Suite 510
Encino, CA 91436
Telephone: (213) 537-1020
Email: jfaucher@truckerhuss.com
Email: bmurray@truckerhuss.com

Attorneys for Defendant GreatBanc Trust Company

Attorneys for Defendants Rainbow Disposal Co., Inc. Employee Stock Ownership Plan Committee, Jon Black,

Timothy J Toohey
GREENBERG GLUSKER FIELD
CLAMAN AND MACHTINGER
LLP
1099 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
Telephone: (310) 553-3610

1 *Catharine Ellingsen, Bill Eggleston,*
2 *Republic Services, Inc. and Rainbow*
3 *Disposal Co., Inc.*

Email:
ttoohey@greenbergglusker.com

Attorney for Defendant Gerald
Moffatt

4 David R. Scheidemantle
5 Adam D. Wieder
6 Scheidemantle Law Group P.C.
7 35 East Union Street
8 Suite F
9 Pasadena, CA 91103
10 Telephone: (626) 660-4434
11 Email: david@scheidemantle-law.com
12 Email: adam@scheidemantle-law.com

Larry Walraven
Nicole Wurscher
Brian Selvan
WALRAVEN AND WESTERFELD
LLP
20 Enterprise Suite 310
Aliso Viejo, CA 92656
Telephone: (949) 215-1990
Email: law@walravenlaw.com
Email: new@walravenlaw.com
Email: bselvan@walravenlaw.com

Attorney for Defendant Gregory Range

Attorneys for Defendant Jeff Snow