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Case #19CV341522
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

IN RE ALPHABET INC. SHAREHOLDER
DERIVATIVE LITIGATION

Lead Case No.: 19CV341522

**ORDER AFTER HEARING ON
NOVEMBER 30, 2020 AND
JUDGMENT**

- (1) Motion for Final Approval of
Derivative Settlement**
- (2) Motion for Award of Attorneys'
Fees and Expenses**

The above-entitled matter came on regularly for hearing on Monday, November 30, 2020 at 1:30 p.m. in Department 1 (Complex Civil Litigation), the Honorable Brian C. Walsh presiding. A tentative ruling was issued prior to the hearing, which no party challenged. The appearances are as stated in the record. Having reviewed and considered the written submissions of all parties and being fully advised, the Court adopts the tentative ruling and enters judgment as follows:

These consolidated shareholder derivative actions arise from allegations that officers and directors of Alphabet, Inc., the parent company of Google LLC, breached their fiduciary duties and committed other misconduct in connection with multi-million-dollar severance

1 awards to male executives accused of assaulting female employees, amid a broader culture of
2 discrimination against women at the company. The plaintiffs also allege claims arising from a
3 data breach impacting the Google+ service.

4 The parties reached a settlement, which the Court preliminarily approved in an order
5 filed on October 22, 2020. The factual and procedural background of the action and the
6 Court's initial analysis of the settlement are set forth in that order and are not repeated here.

7 Before the Court are plaintiffs' motions for final approval of the settlement and for
8 approval of their attorney fees and costs. Plaintiffs' motions are unopposed, but two Google
9 shareholders filed written objections to the settlement.

10 11 I. Legal Standard for Approving a Derivative Settlement

12 "A court reviewing a settlement agreement considers whether the proposed settlement
13 is fair and reasonable in light of all relevant factors. [Citations.] A court reviews the
14 settlement of a derivative suit as a means of protecting the interests of those who are not
15 directly represented in the settlement negotiations." (*Robbins v. Alibrandi* (2005) 127
16 Cal.App.4th 438, 445.) "The duty of a court reviewing a settlement of a class action provides a
17 useful analogy because the court in such cases seeks to protect the members of the class who,
18 like the corporation and non-named shareholders in a derivative suit, may have no independent
19 representation and little control over the action." (*Id.* at p. 449, fn. 2.) Thus, in evaluating the
20 fairness of this derivative settlement, the Court's analysis is guided by relevant legal authorities
21 regarding the approval of class action settlements.

22 Generally, "questions whether a settlement was fair and reasonable, whether notice to
23 the class was adequate, ... and whether the attorney fee award was proper are matters
24 addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91
25 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
26 disapproved of on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4
27 Cal.5th 260.)

28 In determining whether a class settlement is fair, adequate and reasonable, the
trial court should consider relevant factors, such as the strength of plaintiffs' case,

1 the risk, expense, complexity and likely duration of further litigation, ... the
2 amount offered in settlement, the extent of discovery completed and the stage of
3 the proceedings, the experience and views of counsel, the presence of a
4 governmental participant, and the reaction of the class members to the proposed
5 settlement.

6 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, internal citations and
7 quotations omitted.)

8 The list of factors is not exclusive and the court is free to engage in a balancing and
9 weighing of factors depending on the circumstances of each case. (*Wershba v. Apple
10 Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) The court must examine the “proposed
11 settlement agreement to the extent necessary to reach a reasoned judgment that the agreement
12 is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
13 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”

14 (*Ibid.*, quoting *Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801, internal quotation
15 marks omitted.)

16 The burden is on the proponent of the settlement to show that it is fair and
17 reasonable. However “a presumption of fairness exists where: (1) the settlement
18 is reached through arm’s-length bargaining; (2) investigation and discovery are
19 sufficient to allow counsel and the court to act intelligently; (3) counsel is
20 experienced in similar litigation; and (4) the percentage of objectors is small.”

21 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245, citing *Dunk v. Ford Motor
22 Co.*, *supra*, 48 Cal.App.4th at p. 1802.)

23 The presumption does not permit the Court to “give rubber-stamp approval” to a
24 settlement; in all cases, it must “independently and objectively analyze the evidence and
25 circumstances before it in order to determine whether the settlement is in the best interests of
26 those whose claims will be extinguished,” based on a sufficiently developed factual record.

27 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

28 II. Terms of the Settlement and Notice to Shareholders

The settlement provides for the adoption, within 12 months of its effective date, of
certain “Agreed-To Measures” summarized in the Court’s October 22nd order granting

1 preliminary approval, which shall remain in place for at least five years. Key measures include
2 Alphabet's agreements to extend its waiver of mandatory arbitration to harassment,
3 discrimination, and retaliation disputes involving Other Bets (Alphabet's subsidiaries other
4 than Google); to formalize and augment the duties of the Leadership Development and
5 Compensation Committee ("LDCC") related to claims of sexual harassment, discrimination,
6 and retaliation, as well as compensation decisions for "Senior Executives" found to have
7 engaged in serious misconduct involving sexual harassment, sexual misconduct, or retaliation;
8 to formalize and augment the duties of the Audit and Compliance Committee ("AC
9 Committee") and Google employees that will report to the AC regarding compliance, including
10 the creation of a "rapid response" team responsible for certain cases involving "Senior
11 Executives" and/or the most serious allegations; to create an Employee Disciplinary
12 Committee to review the relevant investigative team's disciplinary recommendations for
13 certain cases and a Corrective Action Committee to make final disciplinary determinations in
14 certain cases; to commit to continuing its current practice of not providing severance to any
15 employee, including a "Senior Executive," terminated for sexual harassment, sexual
16 misconduct, or retaliation while formalizing and revising related protocols; to commit to
17 continue disallowing any employee, including a "Senior Executive," investigated or sued for
18 such misconduct to modify their 10b5-1 plan while Google's investigation is ongoing or results
19 in a recommendation of termination; and to formally include Google values as performance
20 expectations and provide compensation-based incentives for positive behavior, while also
21 communicating that misconduct is considered in pay, promotions, and severance decisions.

22 The Stipulation further provides that Alphabet shall establish and maintain a Diversity,
23 Equity, and Inclusion Advisory Council (the "DEI Advisory Council") for at least five years
24 from the effective date of the settlement. The DEI Advisory Council will be responsible for
25 overseeing the creation, implementation, and ongoing operation of the Agreed-To Measures. It
26 will have three internal members, in addition to Alphabet's CEO Sundar Pichai for the first
27 year, as well as a minimum of three external members with expertise in diversity, inclusion,
28 equity and/or sexual harassment. The external members will be Judge Nancy Gertner (Ret.),

1 Grace Speights, and Fred Alvarez, who were jointly selected by Alphabet and plaintiffs' co-
2 lead counsel. The DEI Advisory Council will meet at least once per quarter and external
3 members are free to meet without other members. Representatives of the council will
4 participate in at least one annual meeting with the LDCC, and the council will provide written
5 quarterly reports to the CEO and LDCC for three years, which may thereafter be made annual.

6 Finally, Alphabet shall cause to be spent a total of \$310 million over the course of up to
7 10 years on the following workplace initiative and programs (the "Workplace Initiative"):

8 (1) Expanding the pool of technologists, especially those who are diverse, historically
9 underrepresented, and/or disadvantaged, including by increasing educational and career
10 opportunities through investments in computer science programs to build computer science
11 talent; (2) Hiring, progression, and retention of historically underrepresented talent at Alphabet
12 and in particular at Google; (3) Fostering respectful, equitable, and inclusive workplace
13 cultures; and (4) Helping historically underrepresented groups and individuals succeed with
14 their businesses and in the digital economy and tech industry, including by supporting
15 conferences and events and increasing access to digital tools and opportunities. The Chief
16 Diversity Officer will be responsible for tracking the spending of this funding, and will report
17 annually to the LDCC and the DEI Advisory Council.

18 In exchange for the measures described above, the individual defendants, Alphabet, and
19 their Related Persons will obtain a release of all claims

20 that Alphabet, the Settling Stockholders derivatively on behalf of Alphabet, or
21 any Alphabet stockholder derivatively on behalf of Alphabet (i) asserted in any of
22 the complaints filed in the Litigations or in the Demands in the Settled Matters, or
23 (ii) could have asserted in any court, tribunal, forum, or proceeding, arising out of,
24 relating to, or based upon the facts, allegations, events, disclosures,
25 nondisclosures, occurrences, representations, statements, matters, transactions,
26 conduct, actions, failures to act, omissions, or circumstances that were alleged or
27 referred to in any of the complaints filed in the Litigations or in the Demands in
28 the Settled Matters; provided, however, that the Released Stockholder Claims
shall not include (i) any claims asserted in the pending stockholder and consumer
class actions captioned *In re Alphabet, Inc. Securities Litigation*, Lead Case No.
4:18-CV-6245-JSW (N.D. Cal.), and *In re Google Plus Profile Litig.*, Case No.
5:18-CV-6164-EJD (N.D. Cal.), (ii) any claims relating to the enforcement of the
Settlement or this Stipulation, or (iii) any claims that arise out of or are based
upon any conduct of the Released Defendant Persons after the Effective Date.

1 Defendants have agreed not to oppose an award of fees and expenses of up to \$29
2 million. Notice of the settlement has now been provided to shareholders in the manner
3 directed at preliminary approval. The notice and stipulation of settlement were posted online
4 and will remain available through final approval. The notice was filed by Alphabet in a Form
5 8-K with the SEC on October 23, 2020. The summary notice was published in the weekly
6 national edition of *Investor's Business Daily* on October 26, 2020. The notices provided that
7 Alphabet shareholders would have until November 16, 2020 to submit a written objection to
8 the settlement or proposed fee and expense award to plaintiffs' counsel. Only two shareholders
9 have filed objections, which are addressed below.

10 11 III. Fairness of the Settlement

12 At preliminary approval, the Court found that the proposed settlement is fair and
13 reasonable to Alphabet shareholders considering the benefits it provides in relation to the risks
14 of continued litigation. After discussing the merits of plaintiffs' claims and their associated
15 risks, the Court concluded:

16 ... [T]he settlement of this California Action is fair and reasonable for purposes of
17 preliminary approval. While some of the allegations underlying plaintiffs'
18 complaints are scandalous, their path to wresting control of this action from the
19 Board and, in particular, the [Special Litigation Committee ("SLC")], is difficult
20 and uncertain. The merits are hotly disputed, and continuing to battle them out in
21 public may well do the company more harm than good given the nature of the
22 claims and the uncertain recovery at issue. The settlement provides significant
23 value to Alphabet in the form of meaningful governance reforms and financial
24 commitments addressed to the issues giving rise to these actions. Ultimately, the
25 Court believes that preventing further incidents like those described by plaintiffs
26 will be more valuable to the company and its shareholders than any likely
27 financial recovery in this action, and it appears that the reforms negotiated by the
28 parties are well-designed to accomplish this.

25 The Court's preliminary conclusions are further supported by declarations from two
26 individuals with relevant expertise: Professor Suzanne B. Goldberg of Columbia Law School
27 and Professor Daniel J. Morrissey of Gonzaga University School of Law. Professor Goldberg
28 has deep experience in law and policy related to workplace sexual harassment and other forms
of employment discrimination and was retained by plaintiffs' co-lead counsel in this matter on

1 January 6, 2020, as settlement efforts began. She declares that she has consulted with
2 plaintiffs' co-lead counsel on all aspects of the development of the settlement agreement since
3 she was retained, and explains her belief that the various aspects of the settlement will "reform
4 systems that permitted sexual harassment, discrimination and retaliation and enabled rewards
5 for those who were credibly accused of sexual misconduct in the past," discussing how key
6 aspects of the settlement will further this goal. She describes the qualifications of the three
7 independent members of the DEI Advisory Council, which are considerable, and explains how
8 the structure and duties of the Council and the access it will have will allow it to ensure that
9 Alphabet does not regress in its efforts regarding workplace equity and continues to adopt
10 state-of-the-art policies and plans to prevent and respond to harassment, discrimination, and
11 retaliation throughout its workforce.

12 Professor Morrissey has expertise in securities litigation, including derivative suits like
13 this one, and concludes that the corporate governance reforms achieved by the settlement are
14 extremely valuable to Alphabet and its shareholders, likely in excess of \$100 million. He
15 explains how the various reforms provided by the settlement will reduce the risk that sexual
16 misconduct by a senior officer will go unaddressed in the future, which is particularly
17 important given the importance of Google's employees to the company's long-term value and
18 the prior negative impact on stockholder value arising from credible allegations of sexual
19 misconduct at Alphabet that was allowed to fester. While acknowledging that it is impossible
20 to state precisely the dollar value of the benefits conferred on Alphabet by the settlement, he
21 "confidently" and persuasively concludes that they will be very substantial over the long term.

22 The first objection to the settlement is by a John Doe shareholder, who is represented
23 by attorney Chris Baker in unrelated litigation against Alphabet.¹ Doe raises various criticisms
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26 ¹ Plaintiffs object to the Court's consideration of Doe's objection and contend that it is not supported by admissible
27 evidence. Because the objection ultimately does not impact the Court's ruling, it need not rule on plaintiffs'
28 objections to it. (See, e.g., Code Civ. Proc., § 437c, subd. (q) [in summary judgment context, "the court need rule
only on those objections to evidence that it deems material to its disposition of the motion. Objections to evidence
that are not ruled on for purposes of the motion shall be preserved for appellate review."].) Plaintiffs' request for
judicial notice of the fact that Mr. Baker represents plaintiffs in several Private Attorneys General Act actions
against Alphabet and/or Google (Ex. 1 to plaintiffs' November 19th, 2020 request) is GRANTED. (Evid. Code,
§ 452, subs. (c) and (h).)

1 of the settlement, including that it does not require the individual defendants to return their
2 challenged severance payments or stock sales and that it does not provide adequate value to
3 Alphabet. However, a settlement is by definition a compromise and need not achieve the
4 maximum recovery that might be possible to constitute a fair result. It has long been held that
5 “the realization of substantial, if nonpecuniary, benefits by the corporation” supports a
6 nonmonetary settlement of a derivative action. (*Fletcher v. A. J. Industries, Inc.* (1968) 266
7 Cal.App.2d 313, 324–325; see also *Cziraki v. Thunder Cats, Inc.* (2003) 111 Cal.App.4th 552,
8 558.) Such benefits are provided by the settlement here. While Doe points to two settlements
9 of derivative actions related to sexual harassment that did achieve substantial monetary
10 recoveries, different circumstances were present in those cases.² Doe argues that many of the
11 commitments and reforms encompassed by the settlement already were or would have been
12 adopted by Alphabet even without this lawsuit. However, the Court finds that the key
13 governance reforms summarized above, including the creation of the DEI Advisory Council,
14 are attributable to the settlement. While Doe criticizes two of the external DEI Advisory
15 Council members for having represented Google in the past or for being a member of a law
16 firm that currently represents Google, he does not establish that either of these well-qualified
17 individuals has a conflict of interest.³ Doe contends that Google already spends millions on
18 diversity efforts, but its formal commitment to the Workplace Initiative at a time of great
19 economic uncertainty is meaningful. Finally, Doe raises criticisms of Alphabet’s
20 confidentiality policies and employment nondisclosure agreements, but those policies and
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24 ² For example, the plaintiffs in *In re Wynn Resorts, Ltd. Derivative Litigation* had successfully opposed a motion to
25 dismiss based on demand futility, and regulators had imposed substantial fines due to the conduct at issue. *City of*
26 *Monroe Employees’ Retirement System v. Murdoch et al.* settled before derivative litigation was even filed, after a
lawsuit by a high-profile television host prompted many other suits alleging sexual misconduct, racial
discrimination, and retaliation and led to the public disclosure of many prior settlements.

27 ³ As explained by Professor Goldberg, the DEI Advisory Council is designed to be an extension of the LDCC, and
28 the LDCC’s engagement with the Council is crucial. Consequently, it is important that the Council’s members were
jointly agreed to by all parties to promote collegiality and collaboration with the LDCC.

1 agreements are not at issue in these derivative actions, and claims arising from them are not
2 released by the settlement.⁴

3 On November 23, 2020, a second objection to the settlement was filed by DeWayne
4 Cassel, who is also represented by Mr. Baker in unrelated litigation against Alphabet. The
5 Court has read and considered this objection, which raises many of the same arguments as
6 Doe's objection. Cassel's objection does not change the Court's conclusion that the settlement
7 achieves valuable benefits for Alphabet and its shareholders and warrants approval.

8 Having considered the briefing and evidence submitted at preliminary and final
9 approval, including Doe's and Cassel's objections, and in light of its own experience with this
10 action and other derivative litigation, the Court finds the settlement is fair and reasonable for
11 purposes of final approval.

12 13 IV. Attorney Fees and Costs

14 Plaintiffs seek a combined fee and cost award of \$29 million, which is a substantial
15 sum, but which represents less than a third of the at least \$100 million in long-term value that
16 Professor Morrissey estimates the settlement will provide to Alphabet. Under the
17 circumstances,

18 the court considers whether the litigation has conferred a substantial benefit on the
19 corporation, i.e., a benefit that is actual and concrete and not conceptual or
20 doctrinal. [Citations.] The benefit need not be pecuniary [citation], but it must be
21 " 'something more than technical in its consequence and ... one that accomplishes
a result which corrects or prevents an abuse which would be prejudicial to the

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23 ⁴ Doe also contends that notice of the settlement was inadequate because it states that Alphabet stockholders who
24 held stock as of 2014 may object, but Alphabet was not formed until 2015, and the notice requires that shareholders
25 who submit a written objection satisfy "onerous and intrusive requirements that serve no legitimate purpose
26 (including the disclosure of objector addresses and phone numbers)." While the notice might have been improved in
27 these respects, it also clearly stated that "[a]ny current Alphabet stockholder may also appear and object at the
28 Settlement Hearing ... with or without having submitted a written objection." The Court has considered Doe's
objection although he has not even disclosed his name, and Alphabet has not objected: indeed, Alphabet assured the
objector that "should any current Alphabet shareholders who did not continuously hold stock during the period
covered by the litigation, file an objection, Alphabet will not object to consideration of their objection by the Court."
The notice ordered at preliminary approval was adequate, and there is no indication that any Alphabet shareholder
who desired to be heard with regard to the settlement has not been heard. Plaintiffs' request for judicial notice of
similar notices issued in connection with other derivative settlements (Exs. 2–8 to plaintiffs' November 19th, 2020
request) is GRANTED, although the mere issuance of these notices does not provide authority for the proposition
that any particular aspect of the notices was adequate.

1 rights and interests of the corporation or affect[s] the enjoyment or protection of
2 an essential right to the stockholder's interest.' ” (*Mills v. Electric Auto-*
3 *Lite* (1970) 396 U.S. 375, 396, 90 S.Ct. 616, 24 L.Ed.2d 593, quoting *Bosch v.*
4 *Meeker Cooperative Light and Power Ass'n* (1960) 257 Minn. 362, 101 N.W.2d
5 423, 427.)

6 For the reasons already discussed, the Court finds that the settlement before it provides
7 substantial benefits to Alphabet shareholders, justifying an award of fees and costs to
8 plaintiffs' counsel.

9 “[A] court awarding fees under the ‘substantial benefit doctrine’ begins by establishing
10 a ‘lodestar’ amount.” (*Robbins v. Alibrandi, supra*, 127 Cal.App.4th at p. 453.) The lodestar
11 figure is “based on the careful compilation of the time spent and reasonable hourly
12 compensation of each attorney involved in the presentation of the case.” (*Id.* at p. 448.) “The
13 court then has the power and the duty to enhance, or to reduce, the lodestar through the use of
14 multipliers, by taking into consideration factors such as the novelty and complexity of the
15 issues, the skill and expertise of counsel, the extent that the litigation precluded other
16 employment and the contingent nature (or risk) of nonrecovery.” (*Ibid.*)

17 Although [a] negotiated fee need not be perfectly consistent with the fees the
18 court would award under the “substantial benefit doctrine,” it must be in the same
19 range. A negotiated fee that clearly is out of that range is not a fair and reasonable
20 settlement of the attorneys' claim for fees.

21 (*Robbins v. Alibrandi, supra*, 127 Cal.App.4th at p. 451.)

22 Here, plaintiffs' counsel's collective reported lodestar, as of October 24, 2020, was
23 \$8,906,457, representing 12,698.61 hours spent on the matter billed at each firm's regular
24 hourly rates. The declarations supporting this lodestar amount summarize the time billed by
25 counsel at a very high level, broken down only by timekeeper and not by task or even category
26 of task. Given the nature of the matter before the Court and the number of attorneys whose
27 time is included in the lodestar, this is inadequate. (See *In re Vitamin Cases* (2003) 110
28 Cal.App.4th 1041 [discussing concerns with duplication of efforts in parallel class actions
litigated by many different law firms].)

Plaintiffs' counsel bears “the burden of proving the reasonable number of hours they
devoted to the litigation, whether through declarations or redacted or unredacted timesheets or

1 billing records,” and the Court may not “ ‘rubberstamp [their] request for attorney fees, but
2 must determine the number of hours *reasonably* expended.’ ” (*Concepcion v. Amscan*
3 *Holdings, Inc.* (2014) 223 Cal.App.4th 1309, 1325, quoting *Donahue v. Donahue* (2010) 182
4 Cal.App.4th 259, 271, italics original.) A trial court is well within its discretion to request
5 additional information where, as here, declarations supporting a fee request report the total
6 number of hours spent by each lawyer on the case, but fail to “indicate[] how much time a
7 specific lawyer spent on the tasks in a category, let alone on discrete projects.” (*Id.* at p. 1325;
8 see also *Robbins v. Alibrandi, supra*, 127 Cal.App.4th at p. 453 [noting “questionable” billing
9 including an entry by lead counsel “for 884.74 hours of ‘factual investigation’ at a rate of \$565
10 per hour”].)⁵

11 The Court will continue the hearing on plaintiffs’ motion for approval of their fees and
12 costs so that their counsel can file supplemental declarations providing the necessary detail to
13 enable a lodestar evaluation. Specifically, plaintiffs’ counsel shall provide their raw billing
14 records, along with summaries breaking down the time billed not only by timekeeper, but also
15 (for each timekeeper) by project or by task category, providing enough detail for the Court to
16 independently evaluate whether time was duplicated, excessive, or otherwise inappropriate.

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18 V. Order and Judgment

19 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
20 DECREED THAT:

21 Plaintiffs’ motion for final approval of the parties’ settlement is GRANTED.

22 Judgment shall be entered through the filing of this order and judgment. (Code Civ.
23 Proc., § 668.5.) Plaintiffs shall take from their complaint only the relief set forth in the
24 settlement agreement and this order and judgment. Without affecting the finality of this
25 judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the
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28 ⁵ While Hon. Layn Phillips (Ret), who mediated the parties’ fee dispute, submits a declaration stating that he believes the requested fee award is “fair and reasonable in light of the substantial benefits conferred upon Alphabet and its shareholders, and is consistent with fee provisions in similar complex, large shareholder derivative actions,” he does not indicate that he reviewed counsel’s billing records as part of his evaluation.

1 settling parties and all current Alphabet stockholders for purposes of the administration,
2 interpretation, implementation, and enforcement of the settlement; (b) plaintiffs' motion for an
3 award of attorney fees and expenses and any application for service awards for co-lead
4 plaintiffs herein; and (c) all other matters relating to this California Action.

5 Plaintiffs' motion for an award of attorney fees and expenses is CONTINUED to
6 **February 4, 2021** at 1:30 p.m. in Department 1. By **January 12, 2021**, plaintiffs' counsel
7 shall file the supplemental materials described above in support of their requested fee award.
8 A separate order shall be entered regarding this motion. Such order shall in no way affect or
9 delay the finality of this judgment and shall not affect or delay the effective date of the
10 settlement.

11 IT IS SO ORDERED.

12 Dated: Nov. 30, 2020

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14 Honorable Brian C. Walsh
15 Judge of the Superior Court
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