



Seyfarth Shaw LLP

2029 Century Park East
Suite 3500

Los Angeles, California 90067-3021

T (310) 277-7200

F (310) 201-5219

ccrosman@seyfarth.com

T (310) 201-1528

www.seyfarth.com

February 28, 2025

VIA ELECTRONIC FILING AND SERVICE

The Honorable Chief Justice Patricia
Guerrero and Associate Justices
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102

Re: Case No. S289305: Response To Request For Depublication
Leeper v. Shipt, Inc., 107 Cal. App. 5th 1001 (2024)

To Chief Justice Guerrero and Associate Justices:

Pursuant to California Rule of Court 8.1125(b)(1), defendant-appellants Shipt, Inc. and Target Corporation (collectively, “Shipt”) respond to the request to depublish *Leeper v. Shipt, Inc.*, 107 Cal. App. 5th 1001 (2024), filed on February 18, 2025 by Melmed Law Group P.C. (“Melmed”).

Shipt respectfully requests that the Court permit the *Leeper* opinion to remain published because it plainly meets the publication criteria set forth in Rule of Court 8.1105(c). The opinion clarifies a key aspect of the Private Attorneys General Act (“PAGA”) that is of great importance to employers and employees in the State of California. The opinion also distinguished (but did not contradict) another Court of Appeal decision, *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533 (2024), which numerous trial courts had misinterpreted and applied in a manner that ran counter to landmark decisions by both the California and United States Supreme Courts. Therefore, the *Leeper* opinion provides necessary guidance to trial courts and litigants and should not be depublished.

A. Statement Of Interest

Defendant-appellant Shipt, Inc. is a party to this case. Shipt is a retail technology platform that connects Shipt customers (“Members”) with local retailers of groceries and household essentials through its website and mobile applications (collectively, the “Shipt

Marketplace Application”). Target Corporation is the parent company of Shipt. Members use the Shipt Marketplace Application to arrange for Shipt Shoppers, who are independent contractors, to select, purchase, and provide same-day, local delivery of groceries and household essentials from local merchants. Shipt has defended lawsuits filed by its contractors in California courts, including the underlying lawsuit, and thus has an interest in seeing courts in California properly apply PAGA and the Federal Arbitration Act (“FAA”).

B. *Leeper* Was Correctly Decided And Should Not Be Depublished

1. *Leeper* Satisfies The Criteria For Publication

The *Leeper* opinion clearly meets the standards for publication set forth in Rule 8.1105 of the California Rules of Court. Before *Leeper*, no appellate court had interpreted whether the language in PAGA Section 2699(a)¹ that an action under the statute was to be brought by “an aggrieved employee on behalf of himself or herself *and* other current or former employees” (*emphasis added*) prohibited the filing of a PAGA action that contained no individual claim component on behalf of the named plaintiff, but rather only representative claims on behalf of other workers.

Furthermore, numerous trial courts had misinterpreted *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533 (2024), as permitting a plaintiff to file a “headless” PAGA action and thereby sidestep their contractual obligation to arbitrate individual disputes. This misapplication of *Balderas* ran counter to the legislative intent and plain statutory language of PAGA, and also frustrated the holdings of the United States Supreme Court in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), and the California Supreme Court in *Adolph v. Uber*, 14 Cal. 5th 1104 (2023). The *Leeper* decision provides desperately needed clarification of the law on this point, and is of critical importance to trial courts and litigants in the state.

Accordingly, *Leeper* advances a clarification of a statute, makes a significant contribution to the relevant jurisprudence and involves a significant legal issue of continuing public interest. It therefore meets the criteria for publication. Cal. R. Court 8.1105(c)(4)(6), (7).

Notably, Melmed does *not* dispute that *Leeper* advances a new interpretation or clarification of the PAGA statute, and *agrees* that the decision involves a significant legal

¹ As *Leeper* sent her pre-litigation PAGA letter before June 19, 2024, the 2016 version of the PAGA statute applies here, and all citations herein are to that version of the statute.

issue of continuing public interest. There is, therefore, no real dispute that the opinion satisfies the criteria for publication. Indeed, Melmed’s request for depublication is nothing more than a disguised petition for review, based on disagreement with the substance of the holding, and is therefore improper.

2. Melmed’s Arguments For Depublication Are Without Merit

a. PAGA Does Not Permit “Individual-Only” Actions

The PAGA statute, by its express terms, requires a civil action to be brought by “an aggrieved employee on behalf of himself or herself *and* other current or former employees.” Cal. Labor Code Section 2699(a) (*emphasis added*); *see also* Labor Code Section 2699(g)(1) (“an aggrieved employee may recover the civil penalty . . . in a civil action . . . filed on behalf of himself or herself *and* other current or former employees”) (*emphasis added*).

PAGA also has a distinct but related standing requirement. The PAGA plaintiff must be an “aggrieved employee,” which is defined as “any person who was employed by the alleged violator against whom one or more of the alleged violations was committed.” Labor Code Section 2699(c)(1).

Taken together, the plain language of these statutory provisions requires a representative plaintiff to have personally suffered and pleaded a violation (the standing requirement), and to pursue claims on behalf of themselves and others (the indivisibility requirement).

The statute’s wording is significant. It is a basic tenet of statutory interpretation that “and” signifies a conjunctive list, meaning “an additional thing” or that each condition in the list must be satisfied, while “or” signifies a disjunctive list, meaning satisfying any one condition in the list is sufficient. *Bates v. Poway Unified Sch. Dist.*, 83 Cal. App. 5th 907, 926 (2022). Thus, the plain language of the statute requires an aggrieved employee to bring a PAGA action on his or her own behalf, in addition to representing the interests of other aggrieved employees.

Indeed, as the *Leeper* Court noted, PAGA’s legislative history reflects that the Legislature deliberately chose this specific wording in the statutory description of a PAGA action. *Leeper*, 107 Cal. App. 5th at 1010.

Contrary to Melmed’s assertions, it has long been established law in California that the PAGA statute does not permit non-individual or individual-only claims. Before the Supreme Court’s decision in *Viking River*, the California Supreme Court squarely

held that “[t]here is no individual component to a PAGA action because every PAGA action ... is a representative action on behalf of the state.” *Kim v. Reins Int’l California, Inc.*, 9 Cal. 5th 73, 87 (2020).

In *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639, 662 (2022), however, the United States Supreme Court created a narrow exception to this rule of indivisibility in order to preserve federal rights under the Federal Arbitration Act, 9 U.S.C. §§ 1-16. There, the Court reasoned that the long-established California rule that PAGA claims cannot be divided into “individual” and “non-individual” components must be preempted – but *only* in the context of compelling arbitration pursuant to the FAA, such that the individual claims can be carved away and sent to arbitration.

This means that, outside of arbitration, California law still mandates that there is no such thing as an individual-only or non-individual PAGA claim. A plaintiff who files a PAGA complaint, like Leeper, must therefore assert a PAGA claim on behalf of herself and others. The individual and representative components of that claim can *only* be split apart when the individual portion is compelled to arbitration pursuant to the FAA. They cannot be artfully divided in a complaint to avoid arbitration and evade an agreement to arbitrate.

Melmed argues that language from the penalty provisions of the PAGA statute “expressly contemplates” that a PAGA action may be brought by a single employee. But those provisions only define the amounts of the penalties under specific circumstances. Labor Code Sections 2699(f)(1), (2). They do *not* establish the requirements for bringing a PAGA action in the first place, which, as noted, are set forth in Sections 2699(a) and (c). It is a basic tenet of California law that, when interpreting a statute, a more specific provision of the statute controls over a more general provision. C.C.P. § 1859 (“when a general and particular [statutory] provision are inconsistent, the latter is paramount to the former”). Thus, to the extent PAGA’s penalty provisions conflict – which they do not – with the statute’s specific requirements for bringing a claim, the more specific requirements set forth in Sections 2699(a) and (c) control.

b. *Leeper* Is In Accord With *Viking River*

Melmed completely misunderstands the interplay between *Leeper*, *Viking River* and *Adolph*. To be sure, in *Viking River* the Supreme Court held that, once the named plaintiff’s allegations of being an “aggrieved employee” under PAGA were sent to arbitration, the plaintiff lost standing to continue to pursue their representative PAGA action in court, and therefore the court action should be dismissed, leaving only the individual arbitration to proceed. *Adolph* at 1123-4.

What Melmed completely ignores is that the California Supreme Court’s subsequent decision in *Adolph* disagreed with *Viking River*’s interpretation of PAGA in this regard.² The *Adolph* Court explained, “where a plaintiff has filed a PAGA action comprised of individual and non-individual claims, an order compelling arbitration of individual claims does not strip the plaintiff of standing to litigate non-individual claims in court.” *Adolph*, 14 Cal. 5th at 1123. This is because “when an appropriate arbitration agreement exists, the individual PAGA claims in arbitration remain part of the same lawsuit as the representative claims remaining in court.” *Id.* at 1126. A plaintiff who has been sent to arbitration, therefore, still satisfies the statutory requirement to pursue a PAGA claim on behalf of themselves and others because the individual portion and the non-individual portion remain part of “a single PAGA action ... albeit across two fora.” *Id.* This underscores the rule that all PAGA claims must have an individual component along with a representative one; even where the individual component is split off for arbitration, it still constitutes an indispensable part of the overall PAGA representative action.

Consistent with this approach, the Court in *Adolph* concluded that, once a PAGA plaintiff’s individual claim component is sent to arbitration, the remaining claim component on behalf of other employees should be stayed by the trial court until the arbitration is concluded. *Adolph* at 1123. Once the arbitration concludes, if the plaintiff prevails they can return to court and continue to pursue their representative action on behalf of other employees. *Id.* In accord with *Adolph*, *Leeper* held that a stay of court proceedings is mandatory when an individual PAGA plaintiff is compelled to arbitration. *Leeper* at 1013. The only reason to stay the proceedings, rather than dismissing them, is so the plaintiff could continue to pursue the case in the event they prevail at arbitration. Thus, *Leeper* is in full accord with *Adolph*, which controls on this issue, and not *Viking River*.

c. *Leeper* Does Not Conflict With *Balderas*

Melmed asserts that *Leeper* conflicts with *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533 (2024). Melmed argues that “*Balderas* expressly authorized plaintiffs to pursue representative-only PAGA actions without also pursuing a corresponding individual PAGA claim.” This contention is baseless.

² As interpretation of the PAGA statute is purely a state law issue, the California Supreme Court, and not the United State Supreme Court, has the final say. *Adolph*, 14 Cal. 5th at 1119, citing *Montana v. Wyoming*, 563 U.S. 368, 378, fn. 5 (2011).

Balderas addressed a narrow standing issue, not present in *Leeper*. In *Balderas*, plaintiff alleged that “Ms. Balderas is not suing in her individual capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees, *including herself* and other aggrieved employees.” 101 Cal. App. 5th at 536 (*emphasis added*). The trial court on its own motion struck the complaint because Balderas “lacked standing to pursue a ‘non-individual’ or representative PAGA action on behalf of other employees” absent her own individual *non-PAGA* claim. *Id.*

Reinstating the action, the Court of Appeal observed that the trial court misconstrued PAGA’s standing requirements. *Id.* at 538-39. Under *Adolph*, the Court of Appeal held, Balderas “met the standing requirements” because “[s]he alleged that she (1) was an ‘aggrieved’ employee of Fresh Start, and (2) was subject to one or more Fresh Start violations.” *Id.* at 539. The court ultimately held “that an employee who does not bring an individual claim against her employer may nevertheless bring a PAGA action for herself *and* other employees of the company.” *Id.* at 536 (*emphasis added*).

Balderas’ narrow ruling is distinguishable from *Leeper* for several reasons. First, the *Balderas* plaintiff made clear that she was pursuing a PAGA claim on behalf of the State for both herself *and* other potentially aggrieved employees. Under these circumstances, the Court of Appeal held that “an employee who does not bring an individual claim against her employer may nevertheless bring a PAGA action for herself *and* other employees of the company.” *Id.* at 536 (*emphasis added*).

Second, *Balderas*’ holding only addresses PAGA statutory standing under Labor Code section 2699 subsection (c) (defining “aggrieved employee”). *Id.* at 539 (reversing because Balderas “met the standing requirements”). *Balderas* does not address the *separate* statutory indivisibility requirement under subsection (a) that a PAGA action be brought on behalf of the plaintiff along with other aggrieved employees, because that was not at issue—the trial court did not strike the complaint on that basis. Thus, the *Balderas* ruling cannot be interpreted to mean that a PAGA plaintiff is excused from meeting PAGA’s other requirements, which were not addressed in *Balderas* at all. *People v. Superior Court (Marks)*, 1 Cal. 4th 56, 65-66 (1991) (“an opinion is not authority for a proposition not therein considered.”).

Finally, *Balderas* did not consider, address or decide any questions concerning arbitration. Rather, it addressed only a much narrower, limited and ordinary question as to whether the at-issue complaint stated a claim. In *Leeper* there was much more at stake, and both the U.S. and California Supreme Courts have spoken to it: PAGA actions must *always* include the named plaintiff’s own claim by which they may seek to establish they are an “aggrieved employee.” Then, in the context of an arbitration under the FAA

(only), that individual component can be split off to be separately decided, but it still remains part of the overall claim.

To accept Melmed’s view of *Balderas* would require one to believe that the *Balderas* court was deliberately ignoring binding authority from both Supreme Courts, without so much as even acknowledging it was doing so. That is an unreasonable position in the extreme. Courts are not presumed to disregard binding authority. *Wehsener v. Jernigan*, 86 Cal. App. 5th 1311, 1322 (2022) (trial and appellate courts must follow binding Supreme Court authority) *citing Auto Equity Sales, Inc. v. Superior Court*, (1962) 57 Cal. 2d 450, 455 (1962). And at all events, the *Balderas* court would have been powerless simply to ignore binding precedent. *Id.*; *see also Hart v. Massanari*, 266 F.3d 1155, 1170 (9th Cir. 2001) (“If a court must decide an issue governed by a prior opinion that constitutes binding authority, the later court is bound to reach the same result, even if it considers the rule unwise or incorrect. Binding authority must be followed unless and until overruled by a body competent to do so.”) It is fantastical to conclude that the *Balderas* court sidestepped both *Viking River* and *Adolph* without so much as a whisper.

Finally, the *Leeper* Court carefully considered *Balderas* and explained that it addressed issues that are entirely distinct from those present here:

Balderas did not have occasion to discuss, did not discuss, and its holding does not address, whether a plaintiff may carve out an individual PAGA claim from a PAGA action. In arguing to the contrary, *Leeper* relies entirely on dicta in *Balderas* that may suggest the Court of Appeal accepted the plaintiff’s and trial court’s characterization of PAGA claims as capable of being asserted on behalf of aggrieved employees other than the named plaintiff.

Leeper, 107 Cal. App. 5th at 1012. Thus, Melmed’s characterization of a purported conflict between *Leeper* and *Balderas* is demonstrable fiction. That said, a recent Court of Appeal decision, *Rodriguez v. Packers Sanitation Servs.*, Cal. Ct. App. Case No. D083400 (Feb. 26, 2025) and a number of trial courts, including the *Leeper* trial court, have misunderstood and misapplied *Balderas*, which underscores the need for *Leeper* to remain published in order to clarify the law in this area.³

³ On the eve of filing, the Court of Appeal, Fourth District, issued *Rodriguez v. Packers Sanitation Servs.*, Cal. Ct. App. Case No. D083400 (Feb. 26, 2025). In that case, the court unquestionably misunderstands *Leeper*, asserting that the *Leeper* court had not analyzed the issue of whether the plaintiff’s complaint

d. *Leeper* Did Not Create A New PAGA Standing Requirement

Melmed completely misunderstands *Leeper*’s holding, arguing that it creates a new standing requirement under PAGA. This is incorrect. As discussed in *Leeper*, Section 2699(a) deals with the *definition* of a PAGA claim, and not the standing requirements for bringing such a claim, which are separately set forth in Section 2699(c). *Leeper* at 1011-2.

Next, the language of the statute does not support Melmed’s assertion that, by using the word “may,” the Legislature intended the definition of a PAGA claim to be flexible:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, **may, as an alternative**, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself **and** other current or former employees pursuant to the procedures specified in Section 2699.3.

Cal. Lab. C. § 2699(a) (emphasis added).

It is clear from reading this section that the only “flexible” aspect here is the alternative between an action prosecuted by the State as opposed to one brought by a private attorney general. When such an action is brought by a representative plaintiff, this is to be done “by an aggrieved employee on behalf of himself or herself *and* other current or former employees pursuant to the procedures specified in Section 2699.3.” *Id.* (emphasis added). Thus, Melmed’s contention that the statute permits a plaintiff to decide whether to bring a claim on behalf of themselves, others, or both is directly

asserted an individual claim. In *Leeper*, there was no dispute that the plaintiff alleged she was an “aggrieved employee” who had been subject to Labor Code violations by the Defendant, and that she was pursuing claims on behalf of herself and other employees. By nature of making this allegation, which is required for standing under the statute, the plaintiff *necessarily* asserted a claim that can be subject to arbitration. This is what *Viking River* and *Adolph* hold. *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639, 662 (2022)(plaintiff’s allegations of being an “aggrieved employee” may be split off and compelled to arbitration pursuant to the Federal Arbitration Act); *Adolph v. Uber*, 14 Cal. 5th 1104, 1114 (2023) (“any alleged Labor Code violations personally sustained by a PAGA plaintiff [are the] so-called ‘individual’ claims”).

contradicted by a review of the full text of the statutory section that Melmed misleadingly quotes.

Further, Section 2699(g)(1) repeats the indivisibility requirement from Section 2699(a), providing that “an aggrieved employee may recover the civil penalty . . . in a civil action . . . filed on behalf of himself or herself *and* other current or former employees”) (*emphasis added*). Notably, this section does not contain any language that could supposedly indicate that the statute’s plain meaning can be interpreted in a “flexible” manner.

Indeed, as the Court of Appeal noted in *Leeper*, PAGA’s legislative history shows that earlier versions of Section 2699(a) used the word “or” instead of “and,” but then changed this language before the statute was enacted. *Leeper* at 1010. Therefore, it is clear that the Legislature considered permitting individual-only and representative-only PAGA claims, before *expressly* rejecting it.

e. Melmed Misconstrues *Adolph v. Uber*

Finally, Melmed misconstrues this Court’s decision in *Adolph v. Uber*, asserting that *Adolph* “impliedly rejected” the *Leeper* court’s interpretation of the PAGA statute. In fact, *Leeper* is entirely in accord with *Adolph*, and Melmed’s attempt to manufacture a conflict between these decisions is unpersuasive.

First, as discussed above, *Leeper* did not make *any* ruling regarding standing under PAGA. Again, *Leeper* addressed *only* the definition of a PAGA claim, and not standing. *Leeper* at 1011-2. *Adolph* held that “[i]f the arbitrator determines that [a PAGA plaintiff] is an aggrieved employee in the process of adjudicating his individual PAGA claim, that determination, if confirmed and reduced to a final judgment (Code Civ. Proc., § 1287.4), would be binding on the court, and [plaintiff] would continue to have standing to litigate his nonindividual claims.” *Adolph* at 1123-4. Because *Leeper* did not decide any issue relating to standing, it does not conflict with this aspect of *Adolph*’s holding in any way.

Next, *Adolph* explained what would happen under exactly the scenario that Melmed raises:

Adolph filed a PAGA complaint seeking recovery “on behalf of himself ... and other current or former employees.” (§ 2699, subd. (a).) “Even though Viking [River] requires the trial court to bifurcate and order individual PAGA claims to arbitration when an appropriate arbitration agreement exists, the individual PAGA claims in arbitration remain part

of the same lawsuit as the representative claims remaining in court. Thus, plaintiffs are pursuing a single PAGA action ‘on behalf of [themselves] and other current or former employees,’ albeit across two fora.” (*Piplack*, supra, 88 Cal.App.5th at p. 1292, 305 Cal.Rptr.3d 405.)

Adolph at 1126.

Adolph also noted that “[w]hen a case includes arbitrable and nonarbitrable issues, the issues may be adjudicated in different forums while remaining part of the same action.” *Id.* at 1124. Further, “the statute does not require a PAGA plaintiff who has alleged one or more personally sustained violations to seek civil penalties for those violations in the same forum as the litigation of non-individual claims.” *Id.* at 1126.

Therefore, as long as a PAGA plaintiff alleges claims in their complaint “on behalf of himself or herself *and* other current or former employees,” that is sufficient to satisfy the requirements of Section 2699(a), even if the individual and representative components of the PAGA claim are later split apart for purposes of arbitration. Further, if the plaintiff prevails at arbitration, this does not mean that she loses the ability to continue to prosecute the representative claims simply because her own claims have been decided. *Id.* (when a PAGA plaintiff prevails in arbitration, she still complies with Section 2699(a) because she “filed a PAGA complaint seeking recovery ‘on behalf of himself ... and other current or former employees.’”) Thus, no conflict exists between *Leeper* and *Adolph*, and Melmed has not demonstrated any basis for depublishing *Leeper*.

C. Conclusion

In sum, the *Leeper* opinion provides useful guidance to California courts and to litigants regarding the proper interpretation of the PAGA statute. The Court of Appeal carefully distinguished *Balderas*, which numerous trial courts had misinterpreted in a manner that ran counter to the legislative intent and clear meaning of PAGA, thereby frustrating key decisions of both the California and United States Supreme Courts. The *Leeper* opinion therefore provides critical guidance to trial courts and litigants in California, and Shipt respectfully requests that this Court deny the request for depublication.

Very truly yours,

SEYFARTH SHAW LLP



Camille A. Olson
Richard B. Lapp
Candace S. Bertoldi
Christopher A. Crozman

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

$$\left. \begin{array}{l}) \\) \\) \end{array} \right\} \text{SS}$$

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021. On February 28, 2025, I served the within document(s):

LETTER BRIEF RE RESPONSE TO REQUEST FOR DEPUBLICATION

- ☒ **BY TRUEFILING:** For those marked “Via TrueFiling Only,” I caused a true copy of the document described to be e-served by TrueFiling to the addresses listed in the above service list.
- ☒ **BY U.S. MAIL:** For those marked “Via U.S. Mail” by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope or package provided by an overnight delivery carrier with postage paid on account and deposited for collection with the overnight carrier at Los Angeles, California, addressed as set forth below.
- ☐ by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.
- ☐ electronically by using the Court’s ECF/CM System.

Daniel Morris Hutchinson, Esq.
Michella A. Lamy, Esq.
Faith E. Lewis, Esq.
**LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

Attorneys for Plaintiff/Respondent CHRISTINA
LEEPER

Email(s): dhutchinson@lchb.com
mlamy@lchb.com
flewis@lchb.com

Via TrueFiling Only

Matthew J. Matern, Esq.
MATERN LAW GROUP, PC
2101 E. El Segundo Blvd., Ste. 403
El Segundo, CA 90245

Email: mmatern@maternlawgroup.com

Via TrueFiling Only

Kyle D. Smith, Esq.
MELMED LAW GROUP
1801 Century Park East, Ste. 850
Los Angeles, CA 90067

Email: ks@melmedlaw.com

Via TrueFiling Only

Clerk of the Court
Court of Appeal
Second Appellate District, Division One
200 E. Santa Clara Street
Ventura, CA 93001

Via U.S. Mail Only

Hon. Daniel S. Murphy
c/o Clerk of the Court – Dept. 32
Los Angeles Superior Court
111 N. Hill Street
Los Angeles, CA 90012

Via U.S. Mail Only

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on February 28, 2025, at Los Angeles, California.



Laura Thixton

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **LEEPER v.
SHIPT**

Case Number: **S289305**

Lower Court Case Number: **B339670**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **ccrosman@seyfarth.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
LETTER	2025-02-28 Leeper - Ltr. Brief Re Response to Request for Depublication(316477404.1)

Service Recipients:

Person Served	Email Address	Type	Date / Time
Matthew Matern Matern Law Group, PC 159798	mmatern@maternlawgroup.com	e-Serve	2/28/2025 12:34:50 PM
Daniel Hutchinson Lieff Cabraser et al 239458	dhutchinson@lchb.com	e-Serve	2/28/2025 12:34:50 PM
Matthew Matern Rastegar & Matern	mjm@rastegar-matern.com	e-Serve	2/28/2025 12:34:50 PM
Debra Tauger Matern Law Group, PC 143726	dtauger@maternlawgroup.com	e-Serve	2/28/2025 12:34:50 PM
Camille Olson Seyfarth Shaw LLP	colson@seyfarth.com	e-Serve	2/28/2025 12:34:50 PM
Kyle Smith Attorney at Law 280489	ks@melmedlaw.com	e-Serve	2/28/2025 12:34:50 PM
Christopher Crosman Seyfarth Shaw LLP 190336	ccrosman@seyfarth.com	e-Serve	2/28/2025 12:34:50 PM
Michella A. Lamy, Esq. 308174	mlamy@lchb.com	e-Serve	2/28/2025 12:34:50 PM
Faith E. Lewis, Esq. 352196	flewis@lchb.com	e-Serve	2/28/2025 12:34:50 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

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

2/28/2025

Date

/s/Christopher Crosman

Signature

Crosman, Christopher (190336)

Last Name, First Name (PNum)

Seyfarth Shaw LLP

Law Firm