

**SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

Department 5, Honorable Thomas E. Kuhnle Presiding

Jessica Crabtree, Courtroom Clerk
191 North First Street, San Jose, CA 95113
Telephone: 408.882.2150

To contest the ruling, call (408) 808-6856 before 4:00 p.m.

Please state the case name, case number, the name of the attorney and contact number. It would also be helpful if you could identify the specific portion or portions of the tentative ruling that will be contested. Thank you.

Court Reporters are not provided. Please consult our Court's website, www.sccourt.org, for the rules, policies and required forms for the court's appointment by stipulation of privately-retained court reporters.

LAW AND MOTION TENTATIVE RULINGS

DATE: January 17, 2020 TIME: 9:00 A.M.

LINE #	CASE #	CASE TITLE	RULING
LINE 1	17CV317828	Godinez, et al. v. El Pollo Loco, Inc., et al.	Click on LINE 1 for Ruling
LINE 2	18CV331434	Wilson v. DGDG 1, LLC, et al.	Click on LINE 2 for Ruling
LINE 3	16CV301867	Sinco Technologies PTE LTD v. Soon, et al.	Click on LINE 3 for Ruling
LINE 4	17CV310844	Espinoza v. Warehouse Demo Services, Inc.	All parties to appear.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

PETRA GODINEZ; JOSE RODRIGUEZ;
FLORENTINO GAYOSO, Individually and on
Behalf of All Other Similarly Situated Employees
of Defendants,

Plaintiffs,

vs.

EL POLLO LOCO, INC.; W.K.S.
RESTAURANT GROUP, INC.;
SUNNYVALE/SANTA CLARA EL POLLO
LOCO, LLC; W.K.S. RESTAURANT
CORPORATION; and DOES 1 to 100, inclusive,

Defendants.

Case No. 17CV317828

**TENTATIVE RULING RE: MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; JUDGMENT**

The above-entitled action comes on for hearing before the Honorable Thomas E. Kuhnle on January 17, 2020, at 9:00 a.m. in Department 5. The Court now issues its tentative ruling as follows:

I. INTRODUCTION

This is a putative class action. Plaintiffs Petra Godinez, Jose Rodriguez, and Florentino Gayoso (collectively, “Plaintiffs”) allege various Labor Code violations in the First Amended Class Action Complaint (“FAC”), filed on November 1, 2017.

1 The FAC sets forth causes of action titled: (1) Unpaid Wages (Violation of Labor Code
2 §§ 216, 1194, 1197); (2) Failure to Pay Overtime Wages (Violation of Labor Code §§ 204, 510,
3 1198); (3) Failure to Pay Wages for Rest Periods (Violation of Labor Code § 226.7); (4) Failure
4 to Pay Wages for Meal Periods (Violation of Labor Code §§ 226.7, 512); (5) Failure to Properly
5 Report Pay (Labor Code §§ 226, 1174); (6) Waiting Time Penalties (Labor Code §§ 201, 202,
6 203); (7) Violation of the UCL – Unlawful Business Acts and Practices (Bus. & Prof. Code
7 § 17200, et seq.); (8) Violation of the UCL – Unfair Business Acts and Practices (Bus. & Prof.
8 Code § 17200, et seq.); (9) Violation of the UCL – Fraudulent Business Acts and Practices (Bus.
9 & Prof. Code § 17200, et seq.); (10) Fraud/Intentional Misrepresentation; and (11) Civil
10 Penalties (Labor Code § 2699).

11 The parties have reached a settlement. On September 9, 2019, the Court granted
12 preliminary approval of the settlement. Plaintiffs now move for final approval of the settlement.

13 **II. LEGAL STANDARD**

14 Generally, “questions whether a settlement was fair and reasonable, whether notice to the
15 class was adequate, whether certification of the class was proper, and whether the attorney fee
16 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
17 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48
18 Cal.App.4th 1794.)

19 In determining whether a class settlement is fair, adequate and reasonable, the
20 trial court should consider relevant factors, such as “the strength of plaintiffs’
21 case, the risk, expense, complexity and likely duration of further litigation, the
22 risk of maintaining class action status through trial, the amount offered in
23 settlement, the extent of discovery completed and the stage of the proceedings, the
24 experience and views of counsel, the presence of a governmental participant, and
25 the reaction of the class members to the proposed settlement.”
(*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*,
26 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982)
27 688 F.2d 615, 624.)

28 “The list of factors is not exclusive and the court is free to engage in a balancing and
weighing of factors depending on the circumstances of each case.” (*Wershba v. Apple*
Computer, Inc., *supra*, 91 Cal.App.4th at p. 245.) The court must examine the “proposed

1 settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is
2 not the product of fraud or overreaching by, or collusion between, the negotiating parties, and
3 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*,
4 quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n,*
5 *etc., supra*, 688 F.2d at p. 625, internal quotation marks omitted.)

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

9 (*Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*,
10 48 Cal.App.4th at p. 1802.)

11 **III. DISCUSSION**

12 The case has been settled on behalf of the following class:

13 All employees who were employed as exempt General Managers in the
14 restaurants owned and/or operated by Defendants in the state of California during
15 the Class Period (October 20, 2013 up to and including the date of Preliminary
Approval), and who have not already released the Settled Claims.

16 The class is split into two sub-classes. Sub-class 1 includes all class members who
17 worked as General Managers after October 20, 2014 through the date of preliminary approval.¹
18 Sub-class 2 includes all class members, other than those in Sub-class 1, who worked as exempt
19 General Managers from October 20, 2013 up to and including, but not after, October 20, 2014.

20 As discussed in connection with preliminary approval, defendants Sunnyvale/Santa Clara
21 El Pollo Loco, LLC and W.K.S. Restaurant Corporation (collectively, “Defendants”) will pay a
22 total amount of \$285,000. The settlement amount includes attorneys’ fees and costs of
23 \$94,990.50, a PAGA payment of \$10,000 (\$7,500 of which will be paid to the LWDA), and
24 claims administration fees of \$9,000.² Of the remaining net amount of \$171,009.50, the parties
25 plan to allocate \$150,488.36 (88%) plus the \$2,500 PAGA payment to Sub-class 1. The parties
26 plan to allocate \$20,521.14 (12%) to Sub-class 2.

27
28 ¹ There are only four class members in Sub-class 1.

² There is no request for incentive awards for the class representatives.

1 For tax purposes, 40% of the payments will be considered wages and 60% will be
2 considered statutory interest and other miscellaneous income, not subject to income tax
3 withholding and payroll taxes. Checks not cashed within 150 days after mailing will be given to
4 a *cy pres* recipient – Legal Aid at Work.

5 On October 22, 2019, the settlement administrator mailed notice packets to all 43 class
6 members. (Declaration of Abigail Schwartz for Rust Consulting, Inc. (“Schwartz Decl.”), ¶ 8.)
7 There are no undeliverable class notices. (*Id.* at ¶ 9.) There are no requests for exclusion. (*Id.* at
8 ¶ 11.)

9 There is one objection. (*Id.* at ¶ 12.) The objection is from Maria Isabel Ontiveros.³
10 (Schwartz Decl., Ex. B.) Ms. Ontiveros asserts “[t]he settlement is unfair because [she] worked
11 more than they paid [her].” (*Ibid.*) While the Court understands this perspective, it is to be
12 expected that recovery through settlement will be less than the full amount sought because
13 settlement is a compromise.

14 The Court previously found that the proposed settlement is fair and the Court continues
15 to make that finding for purposes of final approval.

16 The Court also has an independent right and responsibility to review the requested
17 attorneys’ fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
18 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiffs’ counsel
19 requests attorneys’ fees in the amount of \$94,990.50⁴ (approximately one-third of the total
20 settlement fund). Plaintiffs’ counsel provides evidence demonstrating a lodestar of \$135,815,
21 which results in a negative multiplier. (Declaration of Robert S. Arns in Support of Motion for
22 Award of Attorneys’ Fees, Costs, and Service Awards, ¶ 22.) The attorneys’ fees are approved.

23 The motion for final approval of class action settlement is GRANTED.

24 Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court
25 retains jurisdiction over the parties to enforce the terms of the Settlement Agreement, and the
26 final Order and Judgment.

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³ Ms. Ontiveros states she intends to appear at the final fairness hearing.

⁴ This includes incurred costs of \$10,086.

1 The Court now sets a compliance hearing on October 2, 2020 at 10:00 a.m. in
2 Department 5. At least ten court days before the hearing, class counsel and the settlement
3 administrator shall submit a summary accounting of the net settlement fund identifying
4 distributions made as ordered herein, the number and value of any uncashed checks, amounts
5 remitted to Defendant, the status of any unresolved issues, and any other matters appropriate to
6 bring to the Court’s attention. Counsel may appear at the compliance hearing telephonically.
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8 The Court will prepare the final order if this tentative ruling is not contested.
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10 **NOTICE:** The Court does not provide court reporters for proceedings in the complex civil
11 litigation departments. Parties may arrange for a private court reporter to provide services, but
12 those arrangements must be consistent with the local rules and policies posted on the Court’s
13 website.
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

KORBIN WILSON and MATTHEW BURNHAM, as individuals, on behalf of themselves and all others similarly situated, and as the State of California as private attorney generals,

Plaintiffs,

vs.

DGDG 1, LLC; DGDG 2, LLC; DGDG 3, LLC; DGDG 4, LLC; DGDG 5, LLC; DGDG 6, LLC; DGDG 7, LLC; DGDG 8, LLC; DGDG 9, LLC; DGDG 10, LLC; DGDG 11, LLC; DGDG 12, LLC; DGDG 13, LLC; DGDG 14, LLC; DGDG 15, LLC; DGDG 16, LLC; DGDG 17, LLC; DGDG 18, LLC; DGDG MANAGEMENT, LLC; DEL GRANDE ENTERPRISES, INC.,

Defendants.

Case No. 18CV331434

TENTATIVE RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; JUDGMENT

The above-entitled action comes on for hearing before the Honorable Thomas E. Kuhnle on January 17, 2020, at 9:00 a.m. in Department 5. The Court now issues its tentative ruling as follows:

I. INTRODUCTION

This is a putative class action arising out of various alleged wage and hour violations. The Third Amended Class and PAGA Representative Action Complaint, filed on July 22, 2019,

1 sets forth causes of action titled: (1) Failure to Pay for Non-Productive Time; (2) Failure to
2 Provide Paid Rest Periods and Pay Non-Compliant Rest Period Premiums; (3) Failure to Pay
3 Overtime; (4) Meal Period Violations; (5) Violation of Labor Code § 226; (6) Violation of Labor
4 Code §§ 201-203; (7) Violation of Business & Professions Code § 17200; and (8) Penalties
5 Pursuant to Labor Code § 2699.

6 The parties have reached a settlement. On September 9, 2019, the Court granted
7 preliminary approval of the settlement. Plaintiffs now move for final approval of the settlement.

8 **II. LEGAL STANDARD**

9 Generally, “questions whether a settlement was fair and reasonable, whether notice to the
10 class was adequate, whether certification of the class was proper, and whether the attorney fee
11 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
12 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48
13 Cal.App.4th 1794.)

14 In determining whether a class settlement is fair, adequate and reasonable, the
15 trial court should consider relevant factors, such as “the strength of plaintiffs’
16 case, the risk, expense, complexity and likely duration of further litigation, the
17 risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the stage of the proceedings, the
19 experience and views of counsel, the presence of a governmental participant, and
20 the reaction of the class members to the proposed settlement.”
(*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*,
21 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982)
22 688 F.2d 615, 624.)

23 “The list of factors is not exclusive and the court is free to engage in a balancing and
24 weighing of factors depending on the circumstances of each case.” (*Wershba v. Apple*
25 *Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245.) The court must examine the “proposed
26 settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is
27 not the product of fraud or overreaching by, or collusion between, the negotiating parties, and
28 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*,
quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com’n,*
etc., *supra*, 688 F.2d at p. 625, internal quotation marks omitted.)

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

4 (*Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*,
5 48 Cal.App.4th at p. 1802.)

6 **III. DISCUSSION**

7 **A. Provisions of the Settlement**

8 The case has been settled on behalf of the following class:

9 All current and former non-exempt employees of Defendants DGDG 1-17, LLC;
10 DGDG 18, LLC; Defendant Del Grande Enterprises, Inc.; and any dealership or
11 other entity within the scope of the group of companies known colloquially as the
12 Del Grande Dealer Group; and any other Released Party (as defined hereon) who
were paid, in whole or in part, compensation in the form of commissions for work
performed during the period from June 1, 2014, through March 31, 2019.

13 As discussed in connection with preliminary approval, Defendants will pay a total
14 amount of \$875,000. However, pursuant to an “escalator clause” in the settlement, based on an
15 increase in the number of pay periods, the gross settlement amount has been increased to
16 \$1,024,963.71. The settlement amount includes attorneys’ fees of \$341,654.57, costs of
17 \$25,000, service awards of \$20,000 (\$10,000 per class representative), claims administration
18 expenses of \$14,450, and \$20,000 in PAGA penalties (\$15,000 of which will be paid to the
19 LWDA). The settlement is non-reversionary and the estimated average net settlement payment
20 to each class member is approximately \$479.04. Checks not cashed within 180 days from the
21 date of mailing will be distributed to *cy pres* beneficiary Make-a-Wish Foundation.

22 On October 23, 2019, the settlement administrator mailed notice packets to all 1,215 class
23 members. (Declaration of Will Henry on Behalf of CPT Group, Inc., With Respect to
24 Notification and Administration, ¶¶ 5 and 7.) Ultimately, 52 notice packets remained
25 undelivered. (*Id.* at ¶ 8.) There have been no objections. (*Id.* at ¶ 9.) The settlement
26 administrator has received two requests for exclusion – Mark Portillo and Juan Rico.
27 (*Id.* at ¶ 10.)
28

1 The Court previously found that the proposed settlement is fair and the Court continues to
2 make that finding for purposes of final approval.

3 Plaintiffs request class representative incentive awards of \$10,000 for each of the two
4 class representatives – Korbin Wilson and Matthew Burnham.

5 The rationale for making enhancement or incentive awards to named plaintiffs is
6 that they should be compensated for the expense or risk they have incurred in
7 conferring a benefit on other members of the class. An incentive award is
8 appropriate if it is necessary to induce an individual to participate in the suit.
9 Criteria courts may consider in determining whether to make an incentive award
10 include: 1) the risk to the class representative in commencing suit, both financial
11 and otherwise; 2) the notoriety and personal difficulties encountered by the class
12 representative; 3) the amount of time and effort spent by the class representative;
13 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
14 enjoyed by the class representative as a result of the litigation. These “incentive
15 awards” to class representatives must not be disproportionate to the amount of
16 time and energy expended in pursuit of the lawsuit.

17 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, quotation marks,
18 brackets, ellipses, and citations omitted.)

19 The class representatives have submitted declarations detailing their participation in the
20 lawsuit. Burnham states he provided factual background, reviewed documents, discussed
21 litigation and settlement strategy with class counsel, and participated throughout the litigation
22 and at mediation. (Declaration of Matthew Burnham in Support of Motion for Final Approval of
23 Class Settlement, ¶ 6.) He spent approximately 50 hours on the case. (*Ibid.*)

24 Wilson states he communicated with class counsel and also spoke with other employees.
25 (Declaration of Korbin Wilson in Support of Motion for Final Approval of Class Settlement,
26 ¶ 9.) He also gathered and reviewed documents and traveled to meetings. (*Id.* at ¶ 12.) He spent
27 approximately 25 hours on the case. (*Ibid.*)

28 The Court finds incentive awards are warranted and they are approved in the amounts of
\$10,000 for Burnham and \$7,500 for Wilson.

The Court also has an independent right and responsibility to review the requested
attorneys’ fees and only award so much as it determines reasonable. (See *Garabedian v. Los
Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiffs’ counsel
requests attorneys’ fees in the amount of \$341,654.57 (1/3 of the total settlement amount).

1 Plaintiffs' counsel provides evidence demonstrating a lodestar of \$189,626.25, which results in a
2 multiplier of approximately 1.8. This is reasonable in light of the recovery. The attorneys' fees
3 are approved.

4 Plaintiffs request \$12,140.16 for actual incurred costs. The requested costs are approved.

5 The motion for final approval of class action settlement is GRANTED, subject to the
6 reduction in the incentive award.

7 Pursuant to Rule 3.769, subdivision (h), of the California Rules of Court, this Court
8 retains jurisdiction over the parties to enforce the terms of the Settlement Agreement, and the
9 final Order and Judgment.

10 The Court now sets a compliance hearing on July 31, 2020 at 10:00 a.m. in Department 5.
11 At least ten court days before the hearing, class counsel and the settlement administrator shall
12 submit a summary accounting of the net settlement fund identifying distributions made as
13 ordered herein, the number and value of any uncashed checks, amounts remitted to Defendant,
14 the status of any unresolved issues, and any other matters appropriate to bring to the Court's
15 attention. Counsel may appear at the compliance hearing telephonically.

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18 The Court will prepare the final order and judgment if this tentative ruling is not
19 contested.

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22 **NOTICE:** The Court does not provide court reporters for proceedings in the complex civil
23 litigation departments. Parties may arrange for a private court reporter to provide services, but
24 those arrangements must be consistent with the local rules and policies posted on the Court's
25 website.

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

SINCO TECHNOLOGIES PTE LTD,

Plaintiff,

vs.

LIEW YEW SOON AKA MARK LIEW; SINCO
ELECTRONICS (DONGGUAN) CO., LTD., NG
CHER YONG AKA CY NG, ML TJOA; AND
DOES 3 THROUGH 20, INCLUSIVE,

Defendants.

Case No. 16CV301867

**TENTATIVE RULING RE: MOTION
TO QUASH**

The above-entitled action comes on for hearing before the Honorable Thomas E. Kuhnle on January 17, 2020, at 9:00 a.m. in Department 5. The Court now issues its tentative ruling as follows:

I. INTRODUCTION

This action arises out of alleged trade secret misappropriation. The Third Amended Complaint, filed on July 15, 2019, sets forth causes of action titled: (1) Breach of Contract; (2) Breach of the Covenant of Good Faith and Fair Dealing; (3) Unfair Business Practices; (4) Intentional Interference with Contractual Relations; (5) Intentional Interference with Prospective Economic Advantage; (6) Negligent Interference with Prospective Economic

1 Advantage; (7) Misappropriation of Trade Secrets; (8) Civil Conspiracy; (9) Breach of Duty of
2 Loyalty; and (10) Aiding and Abetting Breach of Duty of Loyalty.

3 Cross-Complainants Xinge Electronics (Dongguan) Co., Ltd., Liew Yew Soon aka Mark
4 Liew, Ng Cher Yong aka Cy Ng, and Mui Liang Tjoa aka ML Tjoa (collectively, “Cross-
5 Complainants”) have filed a First Amended Cross-Complaint (“FACC”) alleging the case is
6 actually about a scheme of retaliation. The FACC, filed on October 4, 2019, sets forth causes of
7 action titled: (1) Breach of Implied Contract; (2) Breach of Covenant of Good Faith and Fair
8 Dealing; (3) Breach of Fiduciary Duty; (4) Fraud; (5) Negligence; (6) Fraudulent Concealment;
9 (7) Conversion; (8) Accounting; (9) Conspiracy; (10) Intentional Interference with Contractual
10 Relations; (11) Intentional Interference with Prospective Economic Advantage; and (12) Unfair
11 Business Practices.

12 Now before the Court is the motion to quash on the grounds of lack of personal
13 jurisdiction filed by specially appearing cross-defendants Lim Jit Ming aka Bryan Lim and
14 Jonathan Michael Chee (the “Moving Parties”)

15 **II. MOTION TO QUASH**

16 The Moving Parties move to quash service pursuant to Code of Civil Procedure section
17 418.10, subdivision (a)(1), arguing the FACC does not and cannot allege facts adequate for the
18 Court to exercise general or specific personal jurisdiction over them. In opposition, Cross-
19 Complainants assert the issue of personal jurisdiction over the Moving Parties is not ripe because
20 the Moving Parties have not been served with the summons and the FACC. In the reply papers,
21 the Moving Parties do not dispute the lack of service, instead stating the papers were sent to their
22 current counsel (who was not their counsel at the time), and then their counsel forwarded the
23 summons and FACC to them.

24 Since the Moving Parties have not been served with the summons and FACC, there is
25 nothing for the Court to quash with respect to the Moving Parties. Accordingly, the motion to
26 quash is DENIED WITHOUT PREJUDICE.

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28 The Court will prepare the order if this tentative ruling is not contested.

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