

FILED
Superior Court of California
County of Los Angeles

06/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

17
18 ADAM HOFFMAN, individually and on
19 behalf of all others similarly situated, and
20 SAMUEL JASON, individually and on behalf
21 of all others similarly situated,

22 Plaintiffs,

23 v.

24 CITY OF LOS ANGELES,

25 Defendant.

26 Case No. BC672326

27 **[PROPOSED] ORDER PRELIMINARILY**
28 **APPROVING SETTLEMENT AND**
PROVIDING FOR NOTICE

Assigned for All Purposes to:
Hon. Stuart M. Rice
Dept. SSC-1

Action Filed: August 15, 2017

29 WHEREAS, a putative class action is pending in this Court entitled *Adam Hoffman, et al.*
30 *v. City of Los Angeles*, Case No. BC672326 (the “Action”);

31 WHEREAS, (a) plaintiffs Adam Hoffman and Samuel Jason (collectively, “Plaintiffs”), on
32 behalf of themselves and the Settlement Class (defined below), and (b) defendant City of Los
33 Angeles (“Defendant” or “City”; and, together with Plaintiffs, the “Parties”) have determined to
34 settle all claims asserted against the Defendant in this Action with prejudice on the terms and
35 conditions set forth in the First Amended Stipulation and Agreement of Settlement dated May 30,
36 2023 (the “Stipulation”) subject to approval of this Court (the “Settlement”);

37 WHEREAS, Plaintiffs have made an application, pursuant to California Code of Civil
38 Procedure Section 382, *et seq.*, and California Rules of Court Rules 3.764 and 3.769, for an order
preliminarily approving the Settlement in accordance with the Stipulation, certifying the

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1 Settlement Class for purposes of the Settlement only, and allowing notice to Settlement Class
2 Members as more fully described herein;

3 WHEREAS, the Court has read and considered: (a) Plaintiffs’ motion for preliminary
4 approval of the Settlement, and the papers filed and arguments made in connection therewith; and
5 (b) the Stipulation and the exhibits attached thereto; and

6 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall
7 have the same meanings as they have in the Stipulation;

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. **Class Certification for Settlement Purposes** – Pursuant to California Code of
10 Civil Procedure §382 and California Rules of Court 3.765 and 3.769, the Court certifies, solely for
11 purposes of effectuating the proposed Settlement, a Settlement Class consisting of all Account
12 Holders who paid Sewer Service Charges to the City of Los Angeles calculated using the Dry
13 Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple
14 Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-
15 tributary) water meters), incurred at any time from May 4, 2016 through June 30, 2022, inclusive
16 (the “Settlement Class Period”). Excluded from the Settlement Class are: (i) any Judge to whom
17 this case is or was assigned; (ii) any officers and council members of the City; and (iii) Persons
18 otherwise meeting the definition of the Settlement Class who submit timely and valid requests
19 from exclusion that are accepted by the Court.

20 2. **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the
21 Court finds that: (a) the number of Settlement Class Members is so numerous that joinder of all
22 members thereof is impracticable; (b) there are questions of law and fact common to the
23 Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they
24 seek to represent; (d) Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the
25 interests of the Settlement Class; (e) the questions of law and fact common to the members of the
26 Settlement Class predominate over any questions affecting only individual members of the
27 Settlement Class; and (f) a class action is superior to other available methods for the fair and
28 efficient adjudication of this controversy.

1 3. For the purposes of the Settlement only, Plaintiffs Adam Hoffman and Samuel
2 Jason are certified as the Class Representatives for the Action and the law firm of Glancy Prongay
3 & Murray LLP is appointed as Class Counsel for the Settlement Class.

4 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
5 approves the Settlement, as embodied in the Stipulation, as being fair, reasonable and adequate to
6 the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as
7 described below.

8 5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement
9 Hearing”) on October 10, 2023 at 10:00 a.m., at the Los Angeles Superior Court, Courtroom
10 F, 312 N. Spring Street, Los Angeles, California 90012, for the following purposes: (a) to
11 determine whether the proposed Settlement on the terms and conditions provided for in the
12 Stipulation is fair, reasonable and adequate to the Settlement Class, and should be approved by the
13 Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the
14 Stipulation should be entered resolving the Action against Defendant; (c) to determine whether the
15 motion by Plaintiffs’ Counsel for an award of attorneys’ fees, reimbursement of Litigation
16 Expenses and award of Service Awards to the Class Representatives should be approved; and (d)
17 to consider any other matters that may properly be brought before the Court in connection with the
18 Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement
19 Class Members as set forth in paragraph 7 of this Order.

20 6. The Court may adjourn the Settlement Hearing without further notice to the
21 Settlement Class, and may approve the proposed Settlement with such modifications as the Parties
22 may agree to, if appropriate, without further notice to the Settlement Class. The Court also
23 reserves the right to hold the Settlement Hearing telephonically or via videoconference.

24 7. **Retention of Claims Administrator and Manner of Giving Notice** – Class
25 Counsel is hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise
26 and administer the notice procedure in connection with the proposed Settlement as well as the
27 processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement
28 Hearing shall be given by Class Counsel as follows:

1 (a) Within fifteen (15) business days of the date of entry of this Order, the City
2 shall provide or cause to be provided to the Claims Administrator in electronic format (at no cost
3 to the Settlement Fund, Plaintiffs' Counsel or the Claims Administrator) lists consisting of the
4 names, addresses (current and former) and email addresses (current and former), where available,
5 of Settlement Class Members;

6 (b) not later than thirty (30) business days after the date of entry of this Order
7 (the "Notice Date"), the Claims Administrator shall cause a copy of the Postcard Notice,
8 substantially in the form attached hereto as Exhibit 3, to be mailed by first-class mail and/or sent
9 via email to potential Settlement Class Members at the addresses set forth in the records provided
10 by the City or in the records which the City caused to be provided, or who otherwise may be
11 identified through further reasonable effort. Prior to the initial mailing of the Postcard Notices, the
12 Claims Administrator will run the addresses of all known prospective Settlement Class Members
13 through the United States Postal Service ("USPS") National Change of Address ("NCOA")
14 database;

15 (c) on the Notice Date, the City shall post the following (or substantially
16 similar) text and a hyperlink on the City's website home page (www.lacity.org) and on the Bureau
17 of Sanitation website (www.lacitysan.org), in the public notices section, until the date of the
18 Settlement Hearing: "Notice of California Class Action Lawsuit: If you pay or paid the City of
19 Los Angeles for sewer services for a single-family residence or multi-family residential building
20 of four or fewer units between May 4, 2016, and June 30, 2022, *click here* for important
21 information." (italicized text shall be a hyperlink to the Settlement Website);

22 (d) contemporaneously with the mailing or emailing of the Postcard Notice, the
23 Claims Administrator shall cause copies of the Notice and the Claim Form to be posted on a
24 Settlement Website to be developed for the Settlement, from which copies of the Notice and Claim
25 Form can be downloaded; and

26 (e) not later than seven (7) calendar days prior to the Settlement Hearing, Class
27 Counsel shall serve on Defendant's Counsel and file with the Court proof, by affidavit or
28 declaration, of the mailing and/or emailing of the Postcard Notice, establishment of the Settlement

1 Website and the posting of the Notice and Claim Form on the Settlement Website.

2 8. **Approval of Form and Content of Notice** – The Court approves, as to form and
3 content, the Notice, the Claim Form, and the Postcard Notice attached hereto as Exhibits 1, 2, and
4 3, respectively. The method set forth herein of notifying the Settlement Class of the Settlement
5 and its terms and conditions, meet the requirements of California law and due process, constitute
6 the best notice practicable under the circumstances, and shall constitute due and sufficient notice
7 to all Persons entitled thereto. The date and time of the Settlement Hearing shall be included in
8 the Postcard Notice and Notice before they are mailed/emailed and posted online, respectively.

9 9. **Participation in the Settlement:**

10 (a) **Current Customer Class Members:** Settlement Class Members who have
11 an active account for sewer service with the City do not have to take any action to qualify for a
12 payment. Payments for Current Customer Class Members will be made payable to the account
13 holder's name as listed in LADWP's records. In the event Class Counsel or the Claims
14 Administrator, in consultation with the Defendant, are unable to verify a Current Customer Class
15 Member's loss or identity, they may request supporting documents or information that they, in
16 their discretion, deem required from the Current Customer Class Member, and Defendant will
17 cooperate in verifying the claimant's status as a Settlement Class Member and calculating, or
18 providing the information necessary to calculate, the claimant's payment under the Plan of
19 Allocation.

20 (b) **Former Customer Class Members:** Settlement Class Members who no
21 longer have an active account for sewer service with the City must submit a Claim Form to receive
22 a cash payment from the Settlement. Unless the Court orders otherwise, all Claim Forms must be
23 postmarked or submitted electronically no later than sixty (60) calendar days after the Notice Date.
24 Notwithstanding the foregoing, the Class Counsel may, at its discretion, accept for processing late
25 Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the
26 Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted to
27 the jurisdiction of the Court with respect to their or its Claim and the subject matter of the
28 Settlement. In the event Class Counsel or the Claims Administrator are unable to verify a

1 Former Customer Class Member's loss or identity, they may request supporting documents or
2 information that they, in their discretion, deem required from the Former Customer Class Member,
3 and Defendant will cooperate in verifying the claimant's status as a Settlement Class Member and
4 calculating, or providing the information necessary to calculate, the claimant's payment under the
5 Plan of Allocation.

6 10. Each Claim Form submitted must satisfy the following conditions: (a) it must be
7 properly completed, signed and submitted in a timely manner in accordance with the provisions of
8 the preceding paragraph; (b) except as provided in subparagraph (c), the name of the claimant
9 must match the account holder's name as listed in LADWP's records; (c) if the person executing
10 the Claim Form is acting in a representative capacity, a certification of their or its current authority
11 to act on behalf of the Settlement Class Member must be included in the Claim Form to the
12 satisfaction of Class Counsel or the Claims Administrator; and (d) the Claim Form must be
13 complete and contain no material deletions or modifications of any of the printed matter contained
14 therein and must be signed under penalty of perjury.

15 11. Any Former Customer Class Member that does not timely and validly submit a
16 Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have
17 waived their or its right to share in the Net Settlement Fund; (b) shall be forever barred from
18 participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation
19 and the Settlement and all proceedings, determinations, orders and judgments in the Action
20 relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable,
21 and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class;
22 and (d) will be barred from commencing, maintaining or prosecuting any of the Released
23 Plaintiffs' Claims against each and all of the Defendant's Releasees, as more fully described in the
24 Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for
25 processing as set forth in paragraph 9 above.

26 12. To facilitate the Claims Administrator's review of Claims and payments to
27 Authorized Claimants, the City shall, among other things: (a) verify Claims by Former Customer
28 Class Members within twenty (20) business days after receiving from the Claims Administrator

1 identifying information related to Claims submitted by Former Customer Class Members and
2 provide the Claims Administrator with a report detailing the deficiencies of any Claim that is not
3 approved for payment from the Net Settlement Fund (the “Deficiency Report”); and (b) cooperate
4 with the Claims Administrator in the administration of the Settlement to the extent reasonably
5 necessary to effectuate its terms. The Deficiency Report will state all information that is missing
6 or incorrect on the Claim. To the extent Claimants attempt to cure deficiencies in their Claims, the
7 Claims Administrator will provide the new or additional information to the City, which will issue
8 further Deficiency Reports within twenty (20) business days of receiving the new or additional
9 information from the Claims Administrator

10 13. **Exclusion From the Settlement Class** – Any member of the Settlement Class who
11 wishes to be excluded from the Settlement Class must request exclusion in writing within the time
12 and in the manner set forth in the Notice, which shall provide that: (a) any such request for
13 exclusion from the Settlement Class must be mailed or delivered such that it is received no later
14 than twenty-one (21) calendar days prior to the Settlement Hearing, to: *Hoffman v. City of Los*
15 *Angeles*, EXCLUSIONS, c/o A.B. Data Ltd., P.O. Box 173001, Milwaukee, WI 53217, and
16 (b) each request for exclusion must (i) state the name, address and telephone number of the person
17 or entity requesting exclusion, and in the case of entities the name and telephone number of the
18 appropriate contact person; (ii) state whether the current address provided is the address at which
19 sewer service was received, and if not, provide such address(es); (iii) clearly express the Settlement
20 Class Member’s desire to be excluded from the Settlement Class, to not participate in the
21 Settlement, and to not receive any Settlement benefits; (iv) include any LADWP account numbers
22 the Settlement Class Member had during between May 4, 2016, and June 30, 2022; and (v) be
23 signed by the person or entity requesting exclusion or an authorized representative. A request for
24 exclusion shall not be effective unless: (a) the person or entity requesting exclusion is the Account
25 Holder or their authorized representative; and (b) it provides all the required information and is
26 received within the time stated above, or is otherwise accepted by the Court.

27 14. Any person or entity who or which timely and validly requests exclusion in
28 compliance with the terms stated in this Order and is excluded from the Settlement Class shall not

1 be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or
2 judgments in the Action and shall not receive any payment out of the Net Settlement Fund.

3 15. Any Settlement Class Member who or which does not timely and validly request
4 exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have
5 waived their or its right to be excluded from the Settlement Class; (b) shall be forever barred from
6 requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be bound
7 by the provisions of the Stipulation and Settlement and all proceedings, determinations, orders and
8 judgments in the Action, including, but not limited to, the Judgment or Alternate Judgment, if
9 applicable, and the Releases provided for therein, whether favorable or unfavorable to the
10 Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the
11 Released Plaintiffs' Claims against any of the Defendant's Releasees, as more fully described in
12 the Stipulation and Notice.

13 16. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
14 Member who does not request exclusion from the Settlement Class is welcome to attend the
15 Settlement Hearing at their or its own expense. If an objector hires an attorney for the purposes of
16 making an objection, the attorney must both effect service of a notice of appearance on counsel
17 and file it with the Court by no later than no later than twenty-one (21) calendar days prior to the
18 Settlement Hearing. A Settlement Class Member who files a written objection does not have to
19 appear at the Settlement Hearing for the Court to consider their or its objection.

20 17. Any Settlement Class Member who does not request exclusion from the Settlement
21 Class may file a written objection to the proposed Settlement, and/or Class Counsel's motion for
22 (a) an award of attorneys' fees, (b) reimbursement of Litigation Expenses, and (c) Service Awards
23 for the Class Representatives ("Fee and Expense Application"), and appear and show cause, if
24 they or it has any cause, why the proposed Settlement and/or the Fee and Expense Application
25 should not be approved. Written objections must be mailed to *Hoffman v. City of Los Angeles*,
26 OBJECTIONS, c/o A.B. Data Ltd., P.O. Box 173001, Milwaukee, WI 53217, such that they are
27 **received** no later than twenty-one (21) calendar days prior to the Settlement Hearing.

28 18. Any objections by objecting Settlement Class Members must be in writing and

1 include: (a) a signature by the Settlement Class Member (and their or its attorney, if individually
2 represented); (b) a caption or title that identifies it as “Objection to Class Action Settlement in
3 *Hoffman v. City of Los Angeles*, Case No. BC672326”; (c) information sufficient to identify and
4 contact the objecting Settlement Class Member (or their or its individually hired attorney, if any);
5 (d) a clear and concise statement of the reasons and/or legal grounds for the Settlement Class
6 Member’s objection; (e) the Settlement Class Member’s LADWP account numbers from the
7 period between May 4, 2016, and June 30, 2022; (f) a list of the number of times in which the
8 objector and/or their or its counsel has objected to a class action settlement within the five years
9 preceding the date that the objector files the objection, the caption of each case in which the
10 objector and/or their or its counsel has made such objection, and a copy of any orders related to or
11 ruling upon the objector’s prior such objections that were issued by the trial and appellate courts in
12 each listed case; (g) any and all agreements that relate to the objection or the process of objecting
13 – whether written or verbal – between objector or objector’s counsel and any other person or
14 entity; (h) a list of all persons who will be called to testify at the Settlement Hearing in support of
15 the objection; and (i) a statement confirming whether the objector intends to personally appear
16 and/or testify at the Settlement Hearing.

17 19. Any Settlement Class Member who or which does not make their or its objection in
18 the manner provided herein shall be deemed to have waived their or its right to object to any
19 aspect of the proposed Settlement and the Fee and Expense Application and shall be forever
20 barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the
21 Settlement, the Plan of Allocation or Fee and Expense Application in this or any other proceeding.

22 20. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the
23 Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce
24 the terms and conditions of the Stipulation. Pending final determination of whether the Settlement
25 should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement
26 Class, from commencing or prosecuting any and all of the Released Plaintiffs’ Claims against each
27 and all of the Defendant’s Releasees.

28 21. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in

1 identifying Settlement Class Members and notifying them of the Settlement as well as in
2 administering the Settlement shall be paid as set forth in the Stipulation without further order of
3 the Court.

4 22. **Settlement Fund** – The contents of the Settlement Fund held by The Huntington
5 National Bank (which the Court approves as the Escrow Agent), shall be deemed and considered
6 to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until
7 such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the
8 Court.

9 23. **Taxes** – Class Counsel is authorized and directed to prepare any tax returns and
10 any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement
11 Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all
12 obligations with respect to Taxes and any reporting or filings in respect thereof without further
13 order of the Court in a manner consistent with the provisions of the Stipulation.

14 24. **Termination of Settlement** – If the Settlement is terminated as provided in the
15 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails
16 to occur, this Order shall be vacated, rendered null and void and be of no further force and effect,
17 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the
18 rights of Plaintiffs, the other Settlement Class Members and Defendant, and (a) Plaintiffs and
19 Defendant shall revert to their respective positions in the Action as of March 18, 2022, and (b) the
20 time period from March 18, 2022 to the date on which this Stipulation is not approved by the
21 Court, is terminated or the Effective Date otherwise fails to occur, shall not count for the purpose
22 of calculating the five-year period to bring the Action to trial under California Code of Civil
23 Procedure Sections 583.310, 583.330, 583.340 and 583.350, based on the passage of time during
24 such period, as provided in the Stipulation.

25 25. **Use of this Order** – Neither this Order, the Stipulation (whether or not
26 consummated), including the exhibits thereto, the negotiations leading to the execution of the
27 Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or
28 approval of the Settlement (including any arguments proffered in connection therewith): (a) shall

1 be offered against any of the Defendant's Releasees as evidence of, or construed as, or deemed to
2 be evidence of any presumption, concession, or admission by any of the Defendant's Releasees
3 with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or
4 could have been asserted or the deficiency of any defense that has been or could have been
5 asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other
6 wrongdoing of any kind of any of the Defendant's Releasees or in any way referred to for any
7 other reason as against any of the Defendant's Releasees, in any civil, criminal or administrative
8 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions
9 of the Stipulation; (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or
10 construed as, or deemed to be evidence of any presumption, concession or admission by any of the
11 Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendant's
12 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not
13 have exceeded the Settlement Amount or with respect to any liability, negligence, fault or
14 wrongdoing of any kind, or in any way referred to for any other reason as against any of the
15 Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such
16 proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be
17 construed against any of the Releasees as an admission, concession, or presumption that the
18 consideration to be given under the Settlement represents the amount which could be or would
19 have been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court,
20 the Parties and the Releasees and their respective counsel may refer to it to effectuate the
21 protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

22 26. **Supporting Papers** – Class Counsel shall file and serve the opening papers in
23 support of (a) the proposed Settlement, and (b) the Fee and Expense Application, no later than
24 thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be
25 filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

26 27. The Court retains jurisdiction to consider all further applications arising out of or
27 connected with the proposed Settlement.

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Stuart M. Rice

1 Dated: June 12, 2023

Stuart M. Rice / Judge

HON. STUART M. RICE
Judge of the Superior Court

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PROOF OF SERVICE BY ELECTRONIC POSTING

I, the undersigned say:

I am not a party to the above case, and am over eighteen years old. On June 12, 2023, I served true and correct copies of the foregoing document, by posting the document electronically to One Legal File&Serve, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 12, 2023, at Los Angeles, California.

s/ Jonathan M. Rotter
Jonathan M. Rotter