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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROCHELLE ANTHONY, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF
AMERICA, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 20STCV00171

[Case Assigned for All Purposes to Hon.
Maren E. Nelson in Dept. SSC-17]

**NOTICE OF MOTION AND MOTION
FOR APPROVAL OF ATTORNEYS’
FEES AND COSTS; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Filed concurrently with Declarations of Ari
J. Stiller, Rochelle Anthony, Travenia Morris,
Evelyn Reyes, Proposed Order, and Proposed
Judgment]*

Date: September 28, 2021

Time: 9:00 a.m.

Dept.: 17

Complaint Filed:	January 3, 2020
FAC Filed:	March 9, 2020
SAC Filed:	January 26, 2021
Trial Date:	None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on September 28, 2021, at 9:00 a.m. in Department 17 of
3 the above-entitled court, Plaintiffs Rochelle Anthony and Travenia Morris ("Plaintiffs") will, and
4 hereby do, move the Court for an Order granting final approval of Class Counsel's Attorneys' Fees
5 and Costs pursuant to the Parties' Settlement Agreement and Release of Claims. Plaintiffs also
6 respectfully request that the Court award an enhancement of \$10,000.00 (\$5,000 for each Plaintiff).

7 Good cause exists for the granting of this Motion because the work of Plaintiffs and Class
8 Counsel resulted in an excellent settlement that created a common fund that compensates
9 Settlement Class Members. Class Counsel seek compensation from the common fund.

10 The Motion will be based on this Notice of Motion, the accompanying Memorandum of
11 Points and Authorities, the Declarations of Ari J. Stiller, Rochelle Anthony, Travenia Morris, and
12 Evelin Reyes, all other papers and records on file in this action; and on such oral and documentary
13 evidence as may be presented at the hearing on this Motion.

14 DATED: August 31, 2021

KINGSLEY & KINGSLEY, APC

15
16 By: _____

Ari J. Stiller

Zachary D. Greenberg

Attorneys for Plaintiffs and the Proposed Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiffs Rochelle Anthony and Travenia Morris (“Plaintiffs”) move this
5 Court for approval of an award of attorneys’ fees and reimbursement of expenses to Class Counsel,
6 pursuant to the terms of the preliminary-approved Settlement Agreement and Release of Claims
7 (“Settlement Agreement”) between named Plaintiffs and Defendant Citizen Watch Company Of
8 America, Inc. (“Defendant”). Class Counsel also respectfully requests that the Court award an
9 enhancement for the named Plaintiffs of \$10,000.00 (\$5,000 for each Plaintiff).

10 **II. STATUS OF THE SETTLEMENT**

11 In an effort to conserve the Court’s time and resources, Plaintiffs will not repeat the
12 Procedural History set forth in the concurrently filed Motion for Final Approval of Class Action
13 Settlement, but instead refer the Court to the extensive work performed by counsel outlined in that
14 motion and in the accompanying Declaration of Ari J. Stiller. The Settlement Agreement has been
15 preliminarily approved by the Court and the Notice of Class Action Settlement disseminated
16 pursuant to the terms of the Settlement Agreement. *See* the Declaration of Ari J. Stiller (“Stiller
17 Decl.”), ¶ 39; Declaration of Evelin Reyes (“Reyes Decl.”), ¶ 7.” As discussed in the Motion for
18 Final Approval of Class Action Settlement, Class Counsel worked diligently on behalf of the
19 preliminarily certified Settlement Class Members in order to obtain this Settlement.

20 **III. THE COURT SHOULD GRANT PLAINTIFFS’ APPLICATION FOR AN AWARD**
21 **OF ATTORNEYS’ FEES**

22 A. Class Counsel are Entitled to a Fee From the Common Fund

23 On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half*
24 *International*, which addressed the correct methodology for awarding fees in a class action
25 settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte*
26 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,
27 where a settlement results in the creation of a common fund on behalf of a class:

28 We join the overwhelming majority of federal and state courts in holding that when

1 class action litigation establishes a monetary fund for the benefit of the class
2 members, and the trial court in its equitable powers awards Class Counsel a fee out
3 of that fund, the court may determine the amount of a reasonable fee by choosing
4 an appropriate percentage of the fund created.

5 (*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is
6 preferred over the alternative lodestar-multiplier approach in California courts:

7 The recognized advantages of the percentage method—including relative ease of
8 calculation, alignment of incentives between counsel and the class, a better
9 approximation of market conditions in a contingency case, and the encouragement
10 it provides counsel to seek an early settlement and avoid unnecessarily prolonging
11 the litigation [citations]—convince us the percentage method is a valuable tool that
12 should not be denied our trial courts.

13 (*Id.* at p. 573.)

14 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
15 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
16 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
17 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
18 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
19 subject matter makes possible an award which spreads the cost proportionately among the
20 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
21 563, 578.)

22 This doctrine rests on the understanding that attorneys should normally be paid by their
23 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
24 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
25 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
26 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
27 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
28 *III*, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those
receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,
98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace
than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a
percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82

1 Cal. App. 4th 19, 31, 48.)

2 As detailed fully in the Settlement Agreement and set forth above, the Settlement
3 Agreement provides for Defendant to pay Settlement Proceeds of \$130,000.00. From that fund,
4 Plaintiffs request an award of attorneys' fees in the amount of \$43,333.33, or 1/3 of the Settlement
5 Proceeds created on behalf of members of the Settlement Class. (Stiller Decl., ¶¶ 20-21.) This
6 litigation resulted in "a substantial, actual and concrete . . . benefit on the members of an
7 ascertainable class," *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-
8 reversionary settlement fund of \$130,000.00. Because none of the Settlement Class Members have
9 paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair
10 and reasonable fee based on what the market would traditionally require, no less than if they had
11 hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a
12 reasonable contingency fee of 1/3 from the Settlement fund as a whole.

13 B. The Attorneys' Fees Requested By Class Counsel Are Well Within the Range of
14 Fees in Comparable Cases

15 Courts historically award fees in the twenty-to-fifty-percent range, depending on the
16 circumstances of the case. As stated in Newberg:

17 No general rule can be articulated on what is a reasonable percentage of a common
18 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
19 common fund in order to assure that the fees do not consume a disproportionate
part of the recovery obtained for the Class, although somewhat larger percentages
are not unprecedented.

20 (Newberg on Class Actions, 3rd Ed., 1992, § 14.03; *and see Chavez v. Netflix, Inc.* (2008) 162
21 Cal.App.4th 43, 66, fn 11 ["Empirical studies show that, regardless whether the percentage method
22 or the lodestar method is used, fee awards in class actions average around one-third of the
23 recovery."] Thus, Class Counsel's requested fee of 33.3% is not only well within the range of
24 reasonableness, but is fair compensation for undertaking this complex, risky, expensive, and time-
25 consuming litigation on a contingent basis.

1 C. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based on
2 the Risks of Litigation and the Diligent Efforts of Counsel that Led to an
3 Outstanding Settlement for the Class

4 In the present case, Class Counsel asks the Court to award a fee of 1/3 of the common fund,
5 or \$43,333.33, as provided in the Settlement Agreement. This amount is reasonable because Class
6 Counsel's diligent litigation efforts and experience led to an outstanding settlement, with an
7 average net recovery of \$854.42 per Settlement Class Member plus an additional average of \$34.72
8 for the 54 PAGA Members (Reyes Decl., ¶ 14.), based on cognizable risks which are discussed in
9 detail in Plaintiffs' Motion for Final Approval of Class Action Settlement.

10 Additionally, it is recognized that one of the primary factors justifying an attorney fee
11 award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of*
12 *Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

13 No one expects a lawyer whose compensation is contingent upon his success to
14 charge, when successful, as little as he would charge a client who had agreed to pay
15 for his services, regardless of success. Nor, particularly in complicated cases
producing large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.

16 Class Counsel extensively addressed the perceived risks in this case in the concurrently
17 filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here.
18 In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this
19 litigation during the entire time that it has been pending, all on a pure contingency basis. (Stiller
20 Decl., ¶ 92.) Through the investment of substantial effort and resources, Class Counsel has secured
21 an outstanding Settlement of behalf of the Settlement Class Members. (Stiller Decl., ¶ 93.)
22 Defendant vigorously contested liability, the amount of claimed damages, and the propriety of
23 class certification. (Stiller Decl., ¶ 94.) It is this kind of situation, involving complex issues, that
24 has been recognized as justifying a substantial attorney fee award. (*Id.*)

25 **IV. CLASS COUNSEL'S FEE REQUEST IS REASONABLE UNDER A LODESTAR**
26 **CROSSCHECK**

27 Courts may "cross-check" the results of the common fund method against the lodestar
28 method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar

1 is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano*
2 *v. Priest* (1977) 20 Cal.3d 25, 48-49 (“*Serrano III*”).) Those rates reflect “the general local hourly
3 rate for a fee-bearing case” and do “not include any compensation for contingent risk,
4 extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The
5 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;
6 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at
7 p. 49.)

8 A. Class Counsel is Not Requesting A Multiplier

9 The purpose of using the lodestar/multiplier method is to mirror the legal marketplace.
10 Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an
11 enhancement is often awarded so that the fee received is commensurate with what attorneys could
12 expect to be compensated for services in similar circumstances. (*See San Bernardino Valley*
13 *Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must
14 be large enough “to entice competent counsel to undertake difficult public interest cases”].) No
15 specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th
16 at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) “The record need only show that the attorney
17 fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Ibid.*)

18 Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class
19 Counsel’s aggregate lodestar amounts to \$54,947.50 (without future hours)¹, which represents
20 114.60 hours of attorney work on this litigation incurred from its inception through the filing of
21 Plaintiffs’ Motion for Final Approval. (Stiller Decl., ¶ 103.) As such, Class Counsel is not asking
22 for a multiplier and the requested fee represents **0.79** of Class Counsel’s actual lodestar. (*Id.*)

23 B. The Number of Hours Claimed is Reasonable

24 Plaintiffs’ counsel are entitled to be compensated “for all time reasonably expended in
25 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is

26
27 ¹ Though Class Counsel will certainly continue to spend time working on this matter for tasks
28 such as preparing for and attending the final approval hearing, overseeing the administration
process, and communicating with Settlement Class Members, Plaintiffs’ Counsel are not
including future hours in the lodestar calculation.

1 compensated by a fee-paying client for all time reasonably expended on a matter.” (*Hensley v.*
2 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982)
3 32 Cal.3d 621, 633 [“Serrano IV”] [parties should recover for all hours reasonably spent]; *Meister*
4 *v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

5 The amount of time spent on this case (over 114.60 hours), which culminated in a very
6 favorable proposed Settlement for the Settlement Class Members, is reasonable given the
7 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
8 the litigation, and the exceptional results obtained. (Stiller Decl., ¶ 104.) Class Counsel litigated
9 this action with great efficiency in light of the amount of work required to achieve the Settlement.
10 (Stiller Decl., ¶ 105.) Class Counsel has submitted a declaration evidencing the reasonable hourly
11 rate for their services and establishing the number of hours spent working on the case. (Stiller
12 Decl., ¶¶ 102-117.) Accordingly, Plaintiffs are entitled to full compensation for the hours claimed
13 by Class Counsel.

14 C. The Hourly Rates Requested Are Reasonable

15 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
16 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
17 *supra*, 32 Cal.3d at pp. 640-43, n.31.) “The reasonable hourly rate is that prevailing in the
18 community for similar work.” (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
19 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
20 cases, such as this one. (*San Bernardino Valley Audubon Soc’y v. County of San Bernardino* (1984)
21 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
22 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
23 (1989) 491 U.S. 274, 283-84.)

24 The requested hourly rates in this case range from \$375.00 per hour to \$850.00. (Stiller
25 Decl., ¶ 106.) Class Counsel’s hourly rates are fully supported by their experience and reputation
26 in handling complex employment litigation, including wage and hour class actions. (Stiller Decl.,
27 ¶ 107; ¶¶ 108-117.)

28 Mr. Kingsley is a 24-year attorney with expertise in wage and hour class action lawsuits.

(Stiller Decl., ¶ 109.) He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal. (*Id.*) He is also a prolific speaker at various seminars on employment law and has contributed to legal publications on employment topics. (*Id.*) Biographical information for the other handling attorneys is included in the concurrently filed Declaration of Ari J. Stiller. (Stiller Decl., ¶¶ 110-111.)

Class Counsel's charged rates are commensurate with the prevailing market rates in Los Angeles County for attorneys of comparable experience handling complex litigation.² (Stiller Decl., ¶ 115.) Class Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Stiller Decl., ¶ 114.)

Finally, Class Counsel's rates are in line with the 2021-2022 Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is \$919, a reasonable rate for an attorney with 8 years of experience, such as Mr. Stiller, is \$676, a reasonable rate for an attorney with 3 or less years of experience, such as Mr. Greenberg, is \$381. (Stiller Decl., ¶ 116; Ex. "D" [2021-2022 Adjusted Laffey Matrix].)

Accordingly, the lodestar/multiplier cross-check confirms the reasonableness of Class Counsel's fee request. The Court should therefore approve the attorneys' fee award for time spent in the successful prosecution of this matter.

V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

In addition to their request for fees, Class Counsel further requests reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$9,250.00. (Stiller Decl., ¶ 120.) To date, Kingsley and Kingsley has incurred \$10,127.41 in costs. (Stiller Decl., ¶ 121.) Class Counsel anticipates incurring an

² The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based on counsel's knowledge, skill, experience and reputation].)

1 additional costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for
2 future copy charges. (Stiller Decl., ¶ 122.) As such, Class Counsel is requesting a cost
3 reimbursement of \$9,250.00, the maximum reimbursement for costs in accordance with the
4 Settlement Agreement. (Stiller Decl., ¶ 123; Ex. “A” [Settlement Agreement] § III, ¶ A(1).)

5 All of the requested costs are reasonable in amount and were necessarily incurred by Class
6 Counsel in prosecuting this litigation. (Stiller Decl., ¶ 124; Ex. “E” [Cost Report].)

7 Expenses in this matter to date include costs for filing fees, research, mediation, and
8 additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to the
9 Declaration of Ari J. Stiller. All of these costs have been incurred in the course of this litigation,
10 and all costs advanced have already been paid by Class Counsel. (Stiller Decl., ¶ 124.)

11 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
12 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
13 should approve the request for reimbursement in the amount of \$9,250.00.

14 **VI. THE NAMED PLAINTIFFS’ ENHANCEMENT SHOULD BE APPROVED**

15 Finally, Plaintiffs’ Counsel request an enhancement of \$10,000.00 (\$5,000 for each
16 Plaintiff) to the named Plaintiffs Rochelle Anthony and Travenia Morris for their work on behalf
17 of the Class. (Stiller Decl., ¶ 126.) As set forth in detail in Plaintiffs’ Motion for Final Approval
18 of Class Action Settlement and Plaintiffs’ declarations, Plaintiff Anthony and Plaintiff Morris
19 invested significant time and effort in this case. (Stiller Decl., ¶ 127; Anthony Decl. ¶¶ 5-15; Morris
20 Decl., ¶¶ 5-15.)

21 Plaintiff Anthony and Plaintiff Morris were also at risk of paying Defendant’s legal fees
22 and costs in the event that Defendant prevailed at trial. (Stiller Decl., ¶ 133.)

23 The Class has benefited from Plaintiffs’ action in stepping forward on their behalf to bring
24 this lawsuit. (Stiller Decl., ¶ 129.) The average settlement payment is \$854.42 for a Settlement
25 Class Member with a high of \$1,880.98. (Reyes Decl., ¶ 14.) Further, the Class Notice disclosed
26 the enhancement award. (See Settlement Agreement Ex. “A” [class notice], p. 3.) (Stiller Decl., ¶
27 130.) As of today, zero (0) Settlement Class Members have objected to the proposed enhancement.
28 (Stiller Decl., ¶ 130; Reyes Decl., ¶ 12.) Under the circumstances, a representative payment of

1 \$10,000.00 (\$5,000 for each Plaintiff) is justified and the Court should award this payment to
2 Rochelle Anthony and Travenia Morris from the Settlement Proceeds as provided in the Settlement
3 Agreement. (Stiller Decl., ¶ 134.)

4 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
5 **DEVELOPMENT AGENCY**

6 As indicated on the Proof of Service, Plaintiffs' Motion for Approval of Attorneys' Fees
7 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
8 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
9 of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming
10 receipt is attached to the Declaration of Ari J. Stiller as Exhibit "F". (Stiller Decl., ¶ 135.)

11 **VIII. CONCLUSION**

12 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
13 settlement amount, or \$43,333.33 and reimbursement of costs of \$9,250.00. Class Counsel also
14 respectfully requests that the Court award an enhancement for the named Plaintiffs of \$10,000.00
15 (\$5,000 for each Plaintiff). For the above reasons, all of these requests are appropriate and justified
16 as part of the overall Settlement, and the Court should approve them as reasonable and fair.

17 DATED: August 31, 2021

KINGSLEY & KINGSLEY, APC

18
19 By: _____

Ari J. Stiller

Zachary D. Greenberg

Attorneys for Plaintiffs and the Proposed Class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 31, 2021, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ashley Farrell Pickett
Ryan C. Bykerk
Bryan W. Patton
Matthew J. Weber
farrellpickett@gtlaw.com
bykerkr@gtlaw.com
pattonbw@gtlaw.com
webermat@gtlaw.com
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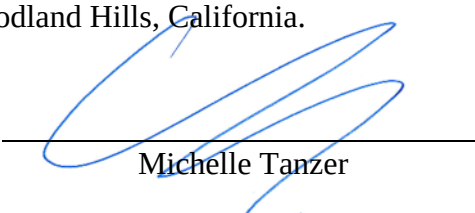
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that 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.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2021, at Woodland Hills, California.



Michelle Tanzer