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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHAEL PEARSON, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

WEST BRANDS, LLC, a Delaware limited
liability company; VERY GOOD TOURING,
INC., a California corporation; KANYE
WEST, an individual; AJR FILMS INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV31684

[The Honorable Carolyn B. Kuhl, Dept. 12]

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

Date: March 19, 2025

Time: 10:30 AM

Dept.: SS-12

Complaint Filed: August 20, 2020

Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on March 19, 2025 at 10:30 AM in Department 12 of the
3 above-entitled court, Plaintiff Michael Pearson (“Plaintiff”) will, and hereby does, move the Court
4 for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant to the
5 Parties’ Class Action and PAGA Settlement Agreement. Plaintiff also respectfully requests that
6 the Court award an enhancement of \$7,500.00.

7 Good cause exists for the granting of this Motion because the work of Plaintiff and Class
8 Counsel resulted in an excellent settlement that created a common fund that compensates Class
9 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 Frank H. Kim; Helen U. Kim; Dara Tabesh Plaintiff
12 Michael Pearson; and Cassandra Polites of ILYM Group, Inc.; all other papers and records on file
13 in this action; and on such oral and documentary evidence as may be presented at the hearing on
14 this Motion.

15 DATED: February 28, 2025

KIM LEGAL, APC

17 By: /s/ Frank H. Kim
18 Frank Kim
19 Attorneys for Plaintiff Michael Pearson and
20 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, Plaintiff Michael Pearson (“Plaintiff”) moves this Court for approval of
5 an award of attorneys’ fees and reimbursement of expenses to Class Counsel, pursuant to the
6 terms of the preliminary-approved Class Action and PAGA Settlement Agreement (“Agreement”
7 or “Settlement”) between named Plaintiff and Defendants West Brands, LLC, Very Good
8 Touring, Inc., Kanye West (also known as “Ye”), and AJR Films, Inc. (together, “Defendants”).
9 Class Counsel also respectfully requests that the Court award an enhancement for the named
10 Plaintiff of \$7,500.00.

11 **II. STATUS OF THE SETTLEMENT**

12 In an effort to conserve the Court’s time and resources, Plaintiff will not repeat the
13 Procedural History set forth in the concurrently-filed Motion for Final Approval of Class Action
14 Settlement.

15 The Agreement has been preliminarily-approved by the Court and the Notice of Class
16 Action Settlement disseminated pursuant to the terms of the Agreement. (Declaration of Frank H.
17 Kim [“Kim Decl.”] ¶ 21; Declaration of Cassandra Polites [“Polites Decl.”] ¶¶ 2-14.)

18 As discussed in the Motion for Final Approval of Class Action Settlement, Class Counsel
19 worked diligently on behalf of the preliminarily certified Class Members in order to obtain this
20 Settlement.

21 **III. THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN**
22 **AWARD OF ATTORNEYS’ FEES**

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

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

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

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

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

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

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

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

1 fee award as a percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif.,*
2 *Inc.* (2000) 82 Cal. App. 4th 19, 31, 48.)

3 As detailed fully in the Agreement and set forth above, the Agreement provides for
4 Defendant to create a Gross Settlement Amount of \$1,350,000.00. From that fund, Plaintiff
5 requests an award of attorneys’ fees in the amount of \$449,955.00, or 33.3% of the Gross
6 Settlement Amount created on behalf of members of the Class. (Kim Decl. ¶ 90.) This litigation
7 resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable
8 class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement
9 fund of \$1,350,000.00. Because none of the Class Members have paid fees to Class Counsel for
10 their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on
11 what the market would traditionally require, no less than if they had hired private counsel to
12 litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency
13 fee of 33.3% from the Settlement fund as a whole.

14 **B. The Attorneys’ Fees Requested by Class Counsel Are Well Within the**
15 **Range of Fees in Comparable Cases**

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

18 No general rule can be articulated on what is a reasonable percentage of a common
19 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
20 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.

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

1 **C. The Contingency Fee of 33.3% Requested by Class Counsel is Reasonable**
2 **Based on the Risks of Litigation and the Diligent Efforts of Counsel that Led**
3 **to an Outstanding Settlement for the Class**

4 In the present case, Class Counsel asks the Court to award a fee of 33.3% of the common
5 fund, or \$449,955.00, as provided in the 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 approximately \$1,052.91 per Class Member (see Polites Decl. ¶ 20),
8 based on cognizable risks which are discussed in detail in Plaintiff's Motion for Final Approval
9 of Class Action Settlement and the fact that the Class Members worked only two days and
10 received \$250 per day (Kim Decl. ¶ 32).

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

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

19 Class Counsel extensively addressed the perceived risks in this case in the concurrently
20 filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here.
21 In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this
22 litigation during the entire time that it has been pending, all on a pure contingency basis. (Kim
23 Decl. ¶ 91.) Through the investment of substantial effort and resources, Class Counsel has
24 secured an outstanding Settlement of behalf of the Class Members. (*Id.*) Defendant vigorously
25 contested liability, the amount of claimed damages, and the propriety of class certification. (*Id.*)
26 It is this kind of situation, involving complex issues, that has been recognized as justifying a
27 substantial attorney fee award. (*Id.*)

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

 Courts may "cross-check" the results of the common fund method against the lodestar
 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. Requested 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
17 attorney fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Id.*)

18 Class Counsel’s aggregate lodestar amounts to \$370,012.50 (without future hours)¹, which
19 represents 448.50 hours of attorney work on this litigation incurred from its inception through the
20 filing of Plaintiff’s Motion for Final Approval. (Kim Decl. ¶ 96; Declaration of Helen Kim (“H.
21 Kim Decl.”) ¶ 6.) Typically, the lodestar is merely the starting point of the calculation of a
22 reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-
23 payment, delay in payment, the quality of work, and the novelty and difficulty of the issues
24 involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991)
25

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

235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

B. The Number of Hours Claimed Is Reasonable

Plaintiff's counsel are entitled to be compensated "for all time reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982) 32 Cal.3d 621, 633 ["*Serrano IV*"] [parties should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

The amount of time spent on this case (over 448 hours), which culminated in a very favorable proposed Settlement for the Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained (Kim Decl. ¶ 97.) Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement (Kim Decl. ¶ 98.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case (Kim Decl. ¶¶ 96-108; H. Kim Decl., ¶ 6; Tabesh Decl. ¶¶ 21-22.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class Counsel.

C. The Hourly Rates Requested Are Reasonable

Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable market value of their legal services, based on their experience and expertise. (*See Serrano IV, supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) Payment at full market rates is essential to entice well-qualified counsel to undertake difficult cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly

1 rates is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by*
2 *Agyei* (1989) 491 U.S. 274, 283-84.)

3 Class Counsel's hourly rates are fully supported by their experience and reputation in
4 handling complex employment litigation, including wage and hour class actions. (Kim Decl. ¶
5 85-87; H. Kim Decl. ¶¶ 3-4; Tabesh Decl. ¶¶ 14-16.)

6 Class Counsel is a seasoned attorney with extensive expertise with wage and hour class
7 actions lawsuits.² (See Kim Decl. ¶¶85-87; H. Kim Decl. ¶¶ 3-4; Tabesh Decl. ¶¶ 14-16.)

8 Class Counsel's charged rates are commensurate with the prevailing market rates in Los
9 Angeles County for attorneys of comparable experience and skill handling complex litigation.
10 (Kim Decl. ¶¶ 100-102.) Furthermore, Class Counsel's rates in calculating the lodestar are the
11 same rates charged to non-contingent hourly clients and thus necessarily reflect the current market
12 value of counsel's legal services.³ (Kim Decl. ¶102.) Class Counsel has made all reasonable
13 attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate
14 billing rates. (Kim Decl. ¶ 103; H. Kim Decl. ¶ 5.)

15 Finally, Class Counsel's rates are in line with the 2023-2024 Laffey Matrix, which is a fee
16 scale that courts often consult in determining the reasonableness of hourly rates. Under the
17 adjusted Laffey Matrix, a reasonable rate for an attorney with 16 years of experience, such as Mr.
18 Kim, is \$878, a reasonable rate for an attorney with 17 years of experience, such as Ms. Kim, is
19 \$878, and a reasonable rate for an attorney with 22 years of experience, such as Mr. Tabesh, is
20 \$1,057 . (Kim Decl. ¶ 105; Ex. 4 [2023-2024 Adjusted Laffey Matrix].)

21 **D. The Fees Requested Are Reasonable**

22 The trial court has substantial discretion in adjusting the lodestar to account for various
23 factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A
24

25 ² Helen Kim Law, APC, Kim Legal, APC, and EcoTech Law Group, P.C. have entered
26 into a written fee sharing agreement that was also signed by the named Plaintiff. (Kim Decl. ¶100;
Ex. 6.)

27 ³ The Court should also note that other California courts approved many of these same rates
28 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 lodestar multiplier is recognized as earned compensation: “The adjustment to the lodestar, e.g.,
2 to provide a fee enhancement reflecting the risk the attorney will not receive payment if the suit
3 does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
4 fortuitous.” (*Ketchum, supra*, 24 Cal.4th at p. 1138.)

5 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
6 approximate market fees.⁴ In fact, “[m]ultipliers in the 3-4 range are common in lodestar awards
7 for lengthy and complex class action litigation.” (*Van Vracken v. Atlantic Richfield Co.*
8 (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255
9 [“Multipliers can range from 2 to 4 or even higher.”].) Class Counsel is requesting a multiplier
10 of 1.22%. (Kim Decl. ¶ 95.)

11 The excellent results achieved by the Settlement support Class Counsel’s request for
12 attorneys’ fees. Settlement Class Members’ support for the results achieved by Class Counsel is
13 demonstrated by the absence of any objections to either the Settlement or to Class Counsel’s request
14 for fees, both of which were described clearly in the Notice. (Polites Decl. ¶ 19.) As of the date of this
15 application, participating Settlement Class Members will be paid, on average, approximately
16 \$1,052.91 each for unpaid wages and \$83.03 in PAGA penalties. (Polites Decl. ¶¶ 20-21.) This is a
17 significant benefit for the Settlement Class Members given that they only worked for two days and
18 earned \$250 each day. Equally important is the fact that the State of California will receive a
19 substantial payment of \$150,000 for enforcement of labor laws and education of employers. (Kim
20 Decl. ¶ 32.)

21 Moreover, From the outset of the case to the present, prosecution of this action has involved
22 significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent
23 basis, with no guarantee of recovery. Class Counsel have placed their own resources at risk to
24 prosecute this action with no guarantee of success. (Kim Decl. ¶ 91.) The risks of this case are apparent
25

26 ⁴ See, for example, *Mangold v. Cal. Pub. Utils. Comm’n*, 67 F.3d 1470, 1478-79 (9th Cir.
27 1995) (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal.*
28 *for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above
2.0); *Crommie v. State of Cal. Public Utilities Comm’n* (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0
multiplier in employment case).

1 in that class certification would likely have been a hard-fought issue, especially given the uncertainty
2 regarding certification of cases such as this. Moreover, even if class certification were granted over
3 Defendants' opposition, there was no assurance that Plaintiff would succeed at trial. Despite such
4 challenges, Class Counsel were able to persuade Defendants that they faced significant liability
5 exposure such that they were willing to pay \$1,350,000 to settle the Settlement Class Members'
6 claims.

7 For these reasons, Class Counsel request \$449,995.00 in attorneys' fees – representing 33.3%
8 of the \$1,350,000 Gross Settlement Amount.

9 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
10 **OF COSTS**

11 In addition to their request for fees, Class Counsel further request reimbursement of the
12 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
13 litigation, in the amount of \$20,141.83. (Kim Decl. ¶ 109.) To date, Kim Legal, APC has incurred
14 \$405.75 in costs, Helen Kim Law, APC has incurred \$13,264.18 in costs, and EcoTech Law
15 Group, P.C. has incurred \$6,471.90 in costs, for a total of \$20,141.83. (Kim Decl. ¶ 110.) Class
16 Counsel anticipates incurring an additional \$150.00 in costs to file, serve, and copy this motion;
17 to prepare for and attend the hearing; and for future copy charges. (Kim Decl. ¶ 111) As such,
18 Class Counsel is requesting a cost reimbursement of \$20,141.83. (Kim Decl. ¶ 112.)

19 All of the requested costs are reasonable in amount and were necessarily incurred by Class
20 Counsel in prosecuting this litigation. (Kim Decl. ¶ 113; Ex. 5 [Cost Report].)

21 Expenses in this matter to date include costs for filing fees, electronic service provider
22 fees, mediation fees, data analysis, and additional costs for the prosecution of this case evidenced
23 in the costs spreadsheet attached to the Declaration of Frank Kim. (Kim Decl. ¶ 114.) All of these
24 costs have been incurred in the course of this litigation, and all costs advanced have already been
25 paid or will be paid by Class Counsel. (Kim Decl. ¶ 115.)

26 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
27 advanced and/or incurred is appropriate and justified as part of the overall settlement and the
28 Court should approve the request for reimbursement in the amount of \$20,141.83.

1 **VI. THE NAMED PLAINTIFF'S ENHANCEMENT SHOULD BE APPROVED**

2 Finally, Plaintiff's Counsel request an enhancement of \$7,500.00 to the named Plaintiff
3 Michael Pearson for his work on behalf of the Class. (Kim Decl. ¶ 116.) As set forth in detail in
4 Plaintiff's Motion for Final Approval of Class Settlement and Michael Pearson's declaration,
5 Plaintiff Pearson invested significant time and effort in this case. (Kim Decl. ¶ 118; Pearson Decl.
6 ¶¶ 10-16.)

7 Plaintiff was also at risk of for paying Defendant's legal fees and costs in the event that
8 Defendant prevailed at trial. (Kim Decl. ¶ 121.)

9 The Class has benefited from Mr. Pearson's action in stepping forward on their behalf to
10 bring this lawsuit. (Kim Decl. ¶ 122.) The average settlement payment is \$1,052.91 for a Class
11 Member with a high of \$1,263.91. (Polites Decl. ¶ 20.)

12 Further, The Class Notice disclosed the enhancement award. (See Agreement Ex. 1 [class
13 notice], p. 3.) (Kim Decl. ¶ 123.) As of today, no Class Member has objected to the proposed
14 enhancement. (Polites Decl. ¶ 16.)

15 Under the circumstances, a representative payment of \$7,500.00 is justified and the Court
16 should award this payment to Michael Pearson from the Gross Settlement Amount as provided in
17 the Agreement. (Kim Decl. ¶ 124.)

18 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
19 **DEVELOPMENT AGENCY**

20 As indicated on the Proof of Service, Plaintiff's Motion for Approval of Attorneys' Fees
21 and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's
22 ("LWDA") website on the date this Motion was filed as required by statute. Proof of submission
23 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
24 receipt is attached to the Declaration of Frank H. Kim as Exhibit "6". (Kim Decl. ¶ 125.)

25 **VIII. CONCLUSION**

26 Class Counsel respectfully requests that the Court award a fee equal to 33.3% of the gross
27 settlement amount, or \$449,955.00 and reimbursement of costs of \$20,141.83. Class Counsel also
28 respectfully requests that the Court award an enhancement for the named Plaintiff of \$7,500.00.

1 For the above reasons, all of these requests are appropriate and justified as part of the overall
2 Settlement, and the Court should approve them as reasonable and fair.

3 DATED: February 28, 2025

KIM LEGAL, APC

4
5 By: /s/ Frank Kim

6 Frank Kim

7 Attorneys for Plaintiff Michael Pearson and
8 the Proposed Class
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(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 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On March 1, 2025, 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** as follows:

[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 March 1, 2025, at Los Angeles, California.

/s/ Kimberly Bentley
Kimberly Bentley