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BENZAKOUR, and RANDAL DAVIS*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EMMANUEL WRIGHT, individually and on
behalf of all others similarly situated, and in his
representative capacity; ASHLEY DIANA
CURRIE, individually and on behalf of all
others similarly situated; KARIM
BENZAKOUR, individually and on behalf of
all others similarly situated; and RANDAL
DAVIS, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GWE, LLC, a foreign limited liability
company; WPP Group USA, Inc., a foreign
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV03820

[Case Assigned for All Purposes to Hon. Elihu
M. Berle in Dept. 6]

**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
Frank H. Kim, Helen U. Kim, Emmanuel
Wright, Ashley Diane Currie, Karim
Benzakour, Randall Davis, and Nicole Bench]*

Date: March 13, 2023
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: February 1, 2021
Trial Date: None Set

PLEASE TAKE NOTICE that on March 13, 2023, at 9:00 a.m. in Department 6 of the above-entitled court, Plaintiffs Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and Randall Davis (together, “Plaintiffs”) will, and hereby do, move the Court for an Order granting final approval of Class Counsel’s Attorneys’ Fees and Costs pursuant to the Parties’ Settlement Agreement and Release of Claims. Plaintiffs also respectfully request that the Court award an enhancement of \$30,000.00 (\$7,500 for each Plaintiff).

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

The Motion will be based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Frank H. Kim, Helen U. Kim, Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, Randall Davis, and Nicole Bench, all other papers and records on file in this action; and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: January 12, 2023

KIM LEGAL, APC
HELEN KIM LAW, APC

By: /s/ Frank H. Kim
 Frank H. Kim, Esq.
 Helen U. Kim, Esq.
 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 Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and
5 Randall Davis (together, “Plaintiffs”) move this Court for approval of an award of attorneys’ fees
6 and reimbursement of expenses to Class Counsel, pursuant to the terms of the preliminary-
7 approved Settlement Agreement (“Settlement Agreement”) between named Plaintiffs and
8 Defendants GWE, LLC d/b/a Townhouse and WPP Group USA, Inc. (together, “Defendants”).

9 Class Counsel also respectfully requests that the Court award an enhancement for the
10 named Plaintiffs of \$30,000.00 (\$7,500 for each Plaintiff).

11 **II. STATUS OF THE SETTLEMENT**

12 In an effort to conserve the Court’s time and resources, Plaintiffs will not repeat the
13 Procedural History set forth in the concurrently filed Motion for Final Approval of Class Action
14 Settlement, but instead refer the Court to the extensive work performed by counsel outlined in that
15 motion and in the accompanying Declaration of Frank H. Kim. The Settlement Agreement has
16 been preliminarily approved by the Court and the Notice of Class Action Settlement disseminated
17 pursuant to the terms of the Settlement Agreement. *See* the Declaration of Frank H. Kim (“Kim
18 Decl.”), ¶ 37; Declaration of Nicole Bench (“Bench Decl.”), ¶ 7.” As discussed in the Motion for
19 Final Approval of Class Action Settlement, Class Counsel worked diligently on behalf of the
20 preliminarily certified Settlement Class Members in order to obtain this Settlement.

21 **III. THE COURT SHOULD GRANT PLAINTIFFS’ APPLICATION FOR AN AWARD**
22 **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
2 class action litigation establishes a monetary fund for the benefit of the class
3 members, and the trial court in its equitable powers awards Class Counsel a fee out
4 of that fund, the court may determine the amount of a reasonable fee by choosing
5 an appropriate percentage of the fund created.

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

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

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

15 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
16 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
17 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
18 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
19 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
20 subject matter makes possible an award which spreads the cost proportionately among the
21 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
22 563, 578.)

23 This doctrine rests on the understanding that attorneys should normally be paid by their
24 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
25 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
26 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
27 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
28 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
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 Cal. App. 4th 19, 31, 48.)

As detailed fully in the Settlement Agreement and set forth above, the Settlement Agreement provides for Defendants to pay the Gross Settlement Amount of \$335,000.00. From that amount, Plaintiffs request an award of attorneys’ fees in the amount of \$111,666.67, or 1/3 of the Gross Settlement Amount created on behalf of members of the Settlement Class Members. (Kim Decl., ¶¶ 18-20.) This litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-reversionary settlement fund of \$335,000.00. Because none of the Settlement Class Members have paid fees to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and reasonable fee based on what the market would traditionally require, no less than if they had hired private counsel to litigate their cases individually. Class Counsel is therefore entitled to a reasonable contingency fee of 1/3 from the Gross Settlement Amount as a whole.

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

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

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

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

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

5 In the present case, Class Counsel asks the Court to award a fee of 1/3 of the Gross
6 Settlement Amount, or \$111,666.67, as provided in the Settlement Agreement. This amount is
7 reasonable because Class Counsel's diligent litigation efforts and experience led to an outstanding
8 settlement, with an estimated net recovery of \$708.18 per Settlement Class Member, who is also
9 the same as the PAGA Aggrieved Employee (Bench Decl., ¶ 14.), based on cognizable risks which
10 are discussed in detail in Plaintiffs' Motion for Final Approval of Class Action Settlement.

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 of*
13 *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
producing large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.

17 Class Counsel extensively addressed the perceived risks in this case in the concurrently
18 filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here.
19 In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this
20 litigation during the entire time that it has been pending, all on a pure contingency basis. (Kim
21 Decl., ¶ 87.) Through the investment of substantial effort and resources, Class Counsel has secured
22 an outstanding Settlement of behalf of the Settlement Class Members. (Kim Decl., ¶ 88.)
23 Defendants vigorously contested liability, the amount of claimed damages, and the propriety of
24 class certification. (Kim Decl., ¶ 89.) It is this kind of situation, involving complex issues, that has
25 been recognized as justifying a substantial attorney fee award. (*Id.*)

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

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

A. Class Counsel is Not Requesting A Multiplier

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

Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel’s aggregate lodestar currently amounts to \$106,807 (which, with additional hours incurred in the future, will be greater than the Fees Award)¹, which represents 156.6 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiffs’ Motion for Final Approval. (Kim Decl., ¶ 93.) As such, Class Counsel is not asking for a multiplier and the requested Fees Award is less than of Class Counsel’s anticipated final lodestar. (Kim Decl., ¶ 94.)

B. The Number of Hours Claimed is Reasonable

¹ Though Class Counsel will certainly continue to spend time working on this matter for tasks 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 Plaintiffs' counsel are entitled to be compensated "for all time reasonably expended in
2 pursuit of the ultimate result achieved in the same manner that an attorney traditionally is
3 compensated by a fee-paying client for all time reasonably expended on a matter." (*Hensley v.*
4 *Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982)
5 32 Cal.3d 621, 633 ["Serrano IV"] [parties should recover for all hours reasonably spent]; *Meister*
6 *v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

7 The amount of time that was spent on this case (at least 156.6 hours), which culminated in
8 a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the
9 complexity and novelty of the issues involved, the vigorous defense, the length and intensity of
10 the litigation, and the exceptional results obtained. (Kim Decl., ¶ 95.) Class Counsel litigated this
11 action with great efficiency in light of the amount of work required to achieve the Settlement. (Kim
12 Decl., ¶ 96.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for
13 their services and establishing the number of hours spent working on the case. (Kim Decl., ¶¶ 93-
14 104; HKim Decl., ¶¶ 5-6 .) Accordingly, Plaintiffs are entitled to full compensation for the hours
15 claimed by Class Counsel.

16 C. The Hourly Rates Requested Are Reasonable

17 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
18 market value of their legal services, based on their experience and expertise. (*See Serrano IV,*
19 *supra*, 32 Cal.3d at pp. 640-43, n.31.) "The reasonable hourly rate is that prevailing in the
20 community for similar work." (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
21 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
22 cases, such as this one. (*San Bernardino Valley Audubon Soc'y v. County of San Bernardino* (1984)
23 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
24 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
25 (1989) 491 U.S. 274, 283-84.)

26 The requested hourly rates in this case range from \$625.00 per hour to \$695.00. (Kim Decl.,
27 ¶ 97.) Class Counsel's hourly rates are fully supported by their experience and reputation in
28 handling complex employment litigation, including wage and hour class actions. (Kim Decl., ¶

98.)

Class Counsel combined have over 27 years of experience with expertise in wage and hour class action lawsuits. (Kim Decl., ¶¶ 78-81; HKim Decl., ¶¶ 9-10.) Biographical information for Class Counsel is included in the concurrently filed Declaration of Frank H. Kim (Kim Decl., ¶¶ 78-81) and Declaration of Helen U. Kim (HKim Decl., ¶¶ 9-10.)

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 (Kim Decl., ¶ 102.) Class Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Kim Decl., ¶ 101.)

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 13+ years of experience, such as Mr. Kim, is \$764, a reasonable rate for an attorney with 14+ years of experience, such as Ms. Kim, is \$764 (Kim Decl., ¶ 116; Ex. B [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 12,000.00. (Kim Decl., ¶ 107.) To date, Class Counsel has incurred \$12,692.82 in costs. (Kim Decl., ¶ 108; HKim Decl., ¶ 8.) Class Counsel anticipates incurring an additional costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges. (Kim Decl., ¶ 109.) As such, Class Counsel is requesting a cost

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 reimbursement of \$12,000.00, the maximum reimbursement for costs in accordance with the
2 Settlement Agreement. (Kim Decl., ¶ 110; Ex. A [Settlement Agreement] § III, ¶ A(1).)

3 All of the requested costs are reasonable in amount and were necessarily incurred by Class
4 Counsel in prosecuting this litigation. (Kim Decl., ¶ 124; Ex. C [Cost Report].)

5 Expenses in this matter to date include costs for filing fees, research, mediation, and
6 additional costs for the prosecution of this case evidenced in the costs spreadsheet attached to the
7 Declaration of Frank H. Kim. All of these costs have been incurred in the course of this litigation,
8 and all costs advanced have already been paid by Class Counsel. (Kim Decl., ¶ 112.)

9 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
10 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
11 should approve the request for reimbursement in the amount of \$12,000.00.

12 **VI. THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

13 Finally, Plaintiffs' Counsel request an enhancement of \$30,000.00 (\$7,500 for each
14 Plaintiff) to the named Plaintiffs Emmanuel Wright, Ashley Diane Currie, Karim Benzakour, and
15 Randall Davis for their work on behalf of the Class. (Kim Decl., ¶ 113.) As set forth in detail in
16 Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' declarations,
17 Plaintiffs each invested significant time and effort in this case. (Kim Decl., ¶ 114; Declaration of
18 Emmanuel Wright ("Wright Decl."), ¶¶ 4-12; Declaration of Ashley Diane Currie ("Currie Decl."),
19 ¶¶ 4-12; Declaration of Karim Benzakour ("Benzakour Decl."), ¶¶ 4-12; Declaration of Randall
20 Davis ("Davis Decl."), ¶¶ 4-12.)

21 Plaintiffs also risked the potential stigma of being a named Plaintiff in a class action labor
22 dispute, which may affect their future employability on projects for other work as background
23 talent. (Wright Decl., ¶ 15; Currie Decl., ¶ 15; Benzakour Decl., ¶ 15 Davis Decl., ¶ 15.) Plaintiffs
24 were also at risk of paying Defendants' legal fees and costs in the event that Defendants prevailed
25 at trial. (Kim Decl., ¶ 112.)

26 The Class has benefited from Plaintiffs' action in stepping forward on their behalf to bring
27 this lawsuit. Each Settlement Class Member, who is the same as a PAGA Aggrieved Employee,
28 will receive \$708.18, which is substantial given the risks inherit to litigation and the fact that the

1 vast majority of the Settlement Class Members were only employed for one day. (Kim Decl., ¶ 44;
2 Bench Decl., ¶ 14.) Further, the Class Notice disclosed the enhancement award. (*See* Settlement
3 Agreement Ex. A [class notice], p. 3.) (Kim Decl., ¶ 130.) As of today, zero (0) Settlement Class
4 Members have objected to the proposed enhancement. (Kim Decl., ¶ 117; Bench Decl., ¶ 12.)
5 Under the circumstances, a representative payment of \$30,000.00 (\$7,500 for each Plaintiff) is
6 justified and the Court should award this payment to Emmanuel Wright, Ashley Diane Currie,
7 Karim Benzakour, and Randall Davis from the Gross Settlement Amount as provided in the
8 Settlement Agreement. (Kim Decl., ¶ 121.)

9 **VII. PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE**
10 **DEVELOPMENT AGENCY**

11 As indicated on the Proof of Service, Plaintiffs’ Motion for Approval of Attorneys’ Fees
12 and Costs (“Motion”) was uploaded to the Labor and Workforce Development Agency’s
13 (“LWDA”) website on the date this Motion was filed as required by statute. Proof of submission
14 of Plaintiffs’ Motion, all related documents, and copy of the email from the LWDA confirming
15 receipt is attached to the Declaration of Frank H. Kim as Exhibit “D”. (Kim Decl., ¶ 122.)

16 **VIII. CONCLUSION**

17 Class Counsel respectfully requests that the Court award a fee equal to 1/3 of the gross
18 settlement amount, or \$111,666.67 and reimbursement of costs of \$12,000.00. Class Counsel also
19 respectfully requests that the Court award an enhancement for the named Plaintiffs of \$30,000.00
20 (\$7,500 for each Plaintiff). For the above reasons, all of these requests are appropriate and justified
21 as part of the overall Settlement, and the Court should approve them as reasonable and fair.

22 DATED: January 12, 2023

KIM LEGAL, APC
HELEN KIM LAW, APC

23
24
25 By: /s/ Frank H. Kim
26 Frank H. Kim, Esq.
27 Helen U. Kim, Esq.
28 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 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On January 13, 2023, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR 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:

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

A Limited Liability Partnership
Including Professional Corporations

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Attorney for Plaintiff

[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] BY ELECTRONIC TRANSMISSION: I caused the document to be uploaded on Case Anywhere not receive, within a reasonable time after the transmission, any electronic message or other indication that the upload was unsuccessful.

[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 January 13, 2023, at Los Angeles, California.

/s/ Frank H. Kim

Frank H. Kim